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ASSIGNMENT OF RENTS

Chicago, Illinois
August 15, 1986

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4 of 4

Mid-America National Bank of Chicago, a national banking association, not personally but as Trustee under a Trust Agreement dated August 15, 1986 and known as Trust No. 1723 ("First Party"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, does hereby assign, transfer and set over unto Mid-America National Bank of Chicago, a national banking corporation ("Trustee"), and its successors and assigns all the rents, earnings, income, issues and profits of and from the Premises (as such term is defined below) that are now due and that may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the Premises which First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by Trustee under the powers hereinafter granted to it, it being the intention hereof to make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income and profits thereunder, unto Trustee herein, all relating to the following described "Real Estate" situate, lying and being in Cook County, Illinois to-wit:

(See Legal Description attached hereto as Exhibit A)

which, with the property hereinafter described, is referred to herein as the "Premises."

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said Real Estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by First Party or its successors or assigns shall be considered as constituting part of the Real Estate.

This instrument is given to secure payment of the principal sum of Three Hundred Thousand and NO/100 Dollars (\$300,000.00)

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RETURN TO SENDER

Chicago, Illinois
August 18, 1958

Dear Sirs: This letter is in response to your letter of August 11, 1958, regarding the proposed merger of the Chicago and North Branch River Districts. The Board of Directors of the Chicago River District has reviewed your proposal and has concluded that it is not in the best interests of the District to merge with the North Branch River District at this time. The Board believes that the two Districts have different needs and interests, and that a merger would be detrimental to the interests of both. The Board has decided to decline your offer of merger. We appreciate your interest in the District and your willingness to discuss this matter. We will continue to monitor the situation and may contact you again in the future.

(The Board's decision is attached hereto as Exhibit A)

Very truly yours,
[Signature]
[Title]
Chicago River District

This instrument is a true and correct copy of the original and is certified to be such by the undersigned on this 18th day of August, 1958.

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plus interest upon an Installment Note dated August 15, 1986, executed by Food Pak, Inc., an Illinois corporation, individually, and First Party (the "Note"), and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges that may have accrued or may hereafter accrue have been fully paid.

This Assignment shall not become operative until a default exists in the payment of principal, interest or other charges.

Without limitation of any of the legal rights of Trustee as the absolute assignee of the rents, issues and profits of the Premises and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by First Party, First Party will, whether before or after the Note is declared to be immediately due, or before or after any sale therein, forthwith, upon demand of Trustee, surrender to Trustee and Trustee shall be entitled to take actual possession of the Premises or of any portion thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the Note, enter upon, take and maintain possession of all or any portion of the Premises, together with all documents, books, records, papers and accounts of First Party relating thereto, and may exclude First Party, its agents or servants wholly therefrom and may, in its own name, as assignee under this assignment, hold, operate, manage and control the Premises and conduct the business thereof, either personally or by its agents, and may, at the expense of the Premises, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the Note, and may cancel any lease or sublease for any cause or on any ground that would entitle First Party to cancel the same, and in every such case Trustee shall have the right to manage and operate the Premises and carry on the business thereof as it shall deem best, and Trustee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and all payments that may be made for taxes, assessments, insurance and prior or proper charges on the Premises or any portion thereof, including the just and reasonable compensation for the services of Trustee and of its

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attorneys, agents, clerks, servants and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management and control of the Premises and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Trustee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Trustee hereunder, Trustee may apply any and all moneys arising as aforesaid:

(1) To the payment of the principal from time to time unpaid on the Note;

(2) To the payment of the interest accrued and unpaid on the Note;

(3) To the payment of any late charges or other charges accrued and unpaid on the Note; and

(4) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in subparagraphs (1), (2) and (3) above, to First Party.

This instrument shall be assignable by Trustee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of Trustee and of each of the parties hereto.

The failure of Trustee or any of its agents, attorneys, successors or assigns to avail itself or themselves of any of the terms, provisions and conditions of this agreement at any time or times shall not be construed or deemed to be a waiver of any of its or their rights under the terms hereof, but Trustee or its agents, attorneys, successors or assigns shall have full right, power and authority to enforce this agreement or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the Note shall automatically operate as a release of this instrument.

This Assignment of Rents is executed by First Party, not personally but as Trustee under Trust No. 1723 as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and First Party hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing contained herein or in the Note or said Trust Deed shall be construed as creating any personal liability on First Party to pay the Note or

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any interest or late charge that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as First Party and the Trustee personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided.

IN WITNESS WHEREOF, First Party has executed this Assignment of Rents the day and year first above written.

Mid-America National Bank of Chicago,
not personally but as Trustee under
Trust No. 1723 as aforesaid

By: Terry C. Tigger

Title: Vice President

Attest:

By: L. C. Delvestri

Title: Secy.

This instrument was prepared by: John T. Even, Schuyler, Roche & Zwirner, 3100 Prudential Plaza, Chicago, Illinois 60601

Mail to: John T. Even
Schuyler, Roche & Zwirner
3100 Prudential Plaza
Chicago, Illinois 60601

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The undersigned, Clerk of the Court, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on the records of the Court, and that the same is in conformity with the original as the same appears on the records of the Court.

Witness my hand and seal of office at Chicago, Illinois, this _____ day of _____, 19____.

_____ Clerk of the Court

_____ Deputy Clerk of the Court

_____ Deputy Clerk of the Court

This document is a true and correct copy of the original as the same appears on the records of the Court, and that the same is in conformity with the original as the same appears on the records of the Court.

_____ Clerk of the Court
_____ Deputy Clerk of the Court
_____ Deputy Clerk of the Court

100-11111-1000

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, LINDA GIRTEN, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that TERRY C. TIPPEN and L.A. SILVERSTEIN of Mid-America National Bank of Chicago, a national banking corporation ("Mid-America"), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT & SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of Mid-America, as Trustee under a Trust Agreement dated August 15, 1986 and known as Trust No. 1723, for the uses and purposes therein set forth and the said L.A. SILVERSTEIN then and there acknowledged that he, as custodian of the corporate seal of Mid-America, did affix the corporate seal of Mid-America to said instrument as his own free and voluntary act and as the free and voluntary act of Mid-America, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th day of August, 1986.

Linda Girtten
Notary Public

My Commission Expires Aug. 20, 1990

Property of Cook County Clerk's Office

Do Not Deliver
RETURN TO
Transfer Desk

86442143
08/15/86
11:20 AM
218 09

UNOFFICIAL COPY

OFFICE OF THE COUNTY CLERK
COUNTY OF COOK, ILLINOIS

TO: [Illegible]
FROM: [Illegible]
SUBJECT: [Illegible]

[Illegible text block]

DEPT. OF RECORDING
#1111 TMM-001 09/29/86 11:57:00
*2802 * 0 * 86-422443
COOK COUNTY RECORDER

\$16.00

Cook County Clerk's Office

Do Not Destroy
RETURN TO
Transfer Desk

Commission Expires Aug 30, 1988

FIERECOUNTY
TITLE INS. CO 57108167
BOX 97.

DEPARTMENT
LA FAIRE

3553591

3553591

HARRY (GUS) YOURELL
REGISTERAR OF TITLES
15 SEP 29 AM 11:15

129/393
IN DUPLICATE

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EXHIBIT A

PARCEL 1: LOTS 1 THROUGH 6, BOTH INCLUSIVE, TOGETHER WITH THE EAST 1/2 OF THE VACATED ALLEY WEST AND ADJACENT THERETO, AND LOTS 21 THROUGH 30, BOTH INCLUSIVE, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY EAST AND ADJACENT TO LOTS 25 THROUGH 30, IN BLOCK 4 IN SYNDICATE ADDITION TO HARVEY, A SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 10 ACRES THEREOF) OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN; IN COOK COUNTY, ILLINOIS;

AND

PARCEL 2: LOTS 21, 22 AND 23 IN BLOCK 3 IN SYNDICATE ADDITION TO HARVEY, A SUBDIVISION OF LOT 1 IN THE SUBDIVISION OF THAT PART LYING EAST OF VINCENNES ROAD OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 10 ACRES THEREOF) OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 29-18-112-001
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Lot 5

29-18-112-001
29-18-112-002
29-18-112-003
29-18-112-004
29-18-112-005
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29-18-112-007
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29-18-113-010

Parcel 1

Parcel 2

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JAN 1978

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11/15/77