WOFFICIAL COPY 86606363

KNOW ALL MEN BY THESE PRESENTS, that DICK BODEN and LORRAINE BODEN, his wife

("Mortgagor"), in consideration of the premises and of One Dollar (\$1.00), in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto LAKE SHORE NATIONAL BANK, a National Banking Association

("Mortgagee"), its successors and assigns, the following: see attached legal description rider

- (1) The right to the use and possession of and the right to rent, let and/or lease any or all of the furnishings which word shall be construed as including all of the furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind and description now or hereafter available for the use of the tenants and/or the operation of the premises described in Exhibit "A" attached ("Premises") in or to which the Mortgagor has any right, title or interest.
- (2) The right to the use and possession of the Premises and all the rents, which word shall be construed as including any and all of the rents, issues, profits and avails now due and which may hereafter become due under and by virtue of any lease, whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between the Mortgagor or any other owner of the Premises and any tenant or occupant of any part of the Premises and/or furnishings, or which may be made or agreed to by the Mortgagee under the power herein granted.
- (3) Any and all right, title and interest in and to any: (a) loss or damage and rebate, refund or return of any premium, now or hereafter paid or payable under any policy of insurance covering the whole or any part of the Premises and/or furnishings, all hereinafter called losses or rebates; (b) sum or sums now due or hereafter to become due by reason of any taking of the whole or any part of the Premises for runtic purposes, by right of eminent domain or otherwise, or by reason of any claim now or hereafter existing against any and all parties whomsoever for compensation for real or alleged harm or damage done to or in connection with the Premises, all hereinafter called damages, and (c) abatement, rebate, refund or return, whether now or hereafter payable, of the whole or any part of any tax, assertanent or other charge levied or assessed upon the whole or any part of the Premises or furnishings whether heretofore or hereafter le rien or assessed or that has been or hereafter is paid, all hereinafter called abatements.
- any part of any tax, assessed an entro of other charge levels of assessed upon the whole of any part of the Premises of Humishings whether heretofore or hereafter levels or assessed or that has been or hereafter is paid, all hereinafter called abatements.

 (a) The Mortgago: increased processes or rebates, damages and/or abatements; (b) to use such measures, legal or equitable, as in its discretion may be deemed no essary or appropriate to enforce the payment of said rents, losses or rebates, damages, abatements and/or any security given in connection therewith; (c) to secure and maintain the use and/or possession of the fremther and the furnishings and/or any security given in connection therewith; (c) to secure and maintain the use and/or possession of the fremther and the furnishings and/or any security given in connection therewith any and all policies of insurance of any and all kinds now or hereafter on or in connection with the whole or any part of the Premises or furnishings at its discretion and to digust any loss or damage thereunder and/or to bring suit at law or in equity therefor and to execute and/or render any and all instruments deemed by the Mortgagee to be necessary or appropriate in connection therewith; (f) to adjust, bring suit at law or in equity there is no connection of the premises of public purposes as aforesaid or any claim for real or alleged harm or damage as aforesaid and to execute and/or render any and all instruments deemed by the Mortgagee to be necessary or appropriate in connection with the rebby granting full power and aum min to the Mortgagee to describe the content of the payment of any taxes, assessing it, and charges of any nature whatsoever that may be levied or assessed in connection with the Premises, to the payment of any taxes, assessing it, and charges of any nature whatsoever that may be levied or assessed in connection with the Premises of the Mortgage and/or the mortgage when her how exists and/or inprovements to the payment of any taxes, assessing it, and charge
 - (5) The Mortgagor for the consideration aforesaid hereby expressly covenants and agrees
 - (a) That the Mortgagee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it and that the Mortgagee shall be liable only to such cash as it actually receives under the terms hereof, provided, however, that failure of the Mortgagee to do any of the third or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the tights, interests, powers or authorities hereby assigned and granted to the Mortgagee.
 - (b) That the Mortgagor will execute upon the request of the Mortgagee any and all instruments equested by the Mortgagee to carry these presents into effect or to accomplish any other purpose deemed by the Mortgagee to be necessary or appropriate in connection with these presents or the Premises or furnishings.
 - (c) That the Mortgagor is entitled to receive said rents, losses or rebates, damages and/or abatements and to enjoy all the other rights and benefits mentioned herein; that the same will not at any time during the life of these presents be sold, assigned, transferred or set over by the Mortgagor or by any person or persons whomsoever and that the Mortgagor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Mortgagee the rights, interest, powers and/or authorities herein granted and conferred.
 - (d) That during the life of these presents and also during any proceedings brought to enforce the mortgage the Mortgagor will not remove or cause to be removed from the Premises any of the furnishings and will not look to the Mortgagee for any damage to the same.
 - (e) That in the event the Premises or furnishings or any part of either are now or hereafter used or occupied by the Mortgagor or any of us as a homestead or otherwise, the Mortgagor will pay to the Mortgagee upon its written demand such sum per month as in the opinion of the Mortgagee is reasonable rent for the Premises or furnishings so used or occupied, to be applied by the Mortgagee as hereinbefore provided, and upon demand made by the Mortgagee will vacate the Premises and/or surrender such furnishings to the Mortgagee or its substitute or substitutes.
 - (f) That these presents shall in no way operate to prevent the Mortgagee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the mortgage/trust deed and/or the note or bond secured thereby and/or any extension of either.
 - (g) The Mortgagor does further specifically authorize and instruct each and every present and future lesses or tenant of the whole or any part of said Premises to pay all unpaid rental agreed upon in each tenancy to the said Mortgagee upon receipt of demand from said Mortgagee to so pay the same.

in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act, for the uses and purposes the said instrument as the free and voluntary act, for the uses and purposes therein set forth, and including the release and waiver of any and all rights of redemption homestead. personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day DICK BODEM. THE WALE

in and for said country in the state aforesaid, do hereby certify that

DICK BODETA

JOHN O'NEAL

COUNTY OF COMMX) **TVKE** STATE OF ILLINOIS)

DICK BODEN

COOK COUNTY DECINERATE 结处经变合 Œ# 00.05 00 275 \$- 1430

98 61 " December

IN VED JEL IN WITHESS WHEREOF the Mortgagor has executed this assignment this.

agreements made herein on the part of Mortgagor, while in form purporthug, o be the representations, coverants, undertakings and agreements made herein on the part of Mortgagor, while in form purporthug, to be the representations, coverants, undertakings and agreements of said Mortgagor, are nevertheless, each and every one of them insert and intended not as personal representations, coverants, undertakings and agreements by the Mortgagor nor for the purpose of with the intention of binding the Mortgagor or the purpose of binding o lly the intention of binding the Mortgagor or the personally but are made and intended for the purpose of binding o lly the trust property demised hereby, and this instrument is executed and delivered by the Mortgagor, not in its assumed by nor show time the powers conferred upon it as the Mortgagor. No personal liability or personal responait is assumed by nor show time to or an eccount of any contract, the Mortgagor, any beneficiary or any officer or agent of the Mortgagor on account of the property or any contract, demand, liability, tort, claim, damage, judgment or decree arising out of, or preservation of, such trust property or the conduct of any business of the Mortgagor.

(13) Any word contained in the text of this assignmen' shall be read as the singular or plurel, jointly and severally, and as masculine, feminine, or neuter gender as may be applicable in the particul ir context.

invalid portion had never been included herein. (12) Any provision of this agreement which is the forceable or invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this assignment and in such case all the remaining terms and provisions of this assignment shall subsist and be fully effective a cording to the tenor of this assignment shall subsist and be fully effective a cording to the tenor of this assignment shall subsist and be fully effective a cording to the tenor of this assignment shall subsist and be fully effective a cording to the tenor of this assignment shall subsist and be fully effective a cording to the tenor of this assignment shall subsist and be fully effective a cording to the tenor of this assignment shall subsist and be fully effective a cording to the tenor of the assignment shall subsist and the fully effective a cording to the tenor of this assignment shall subsist and the fully effective a cording to the tenor of the assignment shall shall shall also the tenor of the assignment shall shall shall be contained to the tenor of the tenor of

inute to the benefit of and bind all parties here o and theirs, executors, administrators, successors and asligns, and all subsequent holders of the Premises, and all subsequent holders of the Premises, and all subsequent holders of the (11). The coverants, conditions and war anties contained herein and the powers granted hereby shall run with the land, shall

(10) Mortgagor shall deliver to Mortgagee, upon demand, at any time or times, executed copies of any of the leases affecting the Premises. Mortgagor shall make, executo and deliver unto Mortgagee upon demand, at any time or times, any and all sasignments and other instruments which Mortgagee anal, in its sole discretion, deem necessary to carry out the purposes of this assignment.

tinge deed (9) Mortgage a faces to indemnity and hold Mortgages harmless of and from any and all liability, loss, damage or expense incurred by Mortgages and the part of the same of this sasignment, or for any action taken by Mortgages arising out of this sasignment, or for any action taken by Mortgages arising out of the Leases, including, any and all of the least and limited to, any citum by any lesses of credit for rental paid to and received by Mortgages arising out of the Least any such including in advance of the due date thereof. Should the Mortgages from any period under any Least more than two months in advance of the due date thereof. Should the Mortgages from any and pringages from any and pringages from any and by the mortgages from and mortgages trust deed shall be plyable by Mortgagor immediately, upon demand, and shall be secured hereby and by the mortgages and mortgages and shall be plyable by Mortgagor immediately, upon demand, and shall be secured hereby and by the mortgages and shall deed shall be plyable by Mortgagor immediately, upon demand, and shall be secured hereby and by the mortgages.

(8) Anything herein to the contrary notwithstanding: (i) the acceptance by Mortgagee of this assignment, with all of the nights, powers, privileges and authority created pursuant hereto, shall not, prior to the entry upon and taking possession of said free mires by Mortgagee, be deemed or construct to constitute Mortgagee a mortgagee in possession nor the clease, the Pienniser, or to state the nortgagee to appear in or defend any action or proceeding its gary of the Leases, the Premiser, or to take any action or proceeding to any of the leases, or to take the nortgagee to appear in or defend any action or proceeding to any of the leases, the Premiser, or to take any action or proceeding to the classes or to take the nortgages of the leases, or to assigned and delivered to Mortgagee, nor shall fortgagee be liable in any way for any injury or damage to person or persons, item or composition in or about the Fremises; and (il) the exercise by Mortgage processes of the rights and remedies appearing in this paragraph shall not cure or waive any default of Mortgages, nore exercise of the rights and remedies appearing in this paragraph asked for so long as Mortgages shall thereafters or any intertounder the notice of default under the Mortgage to invalidate any act done pursuant to such notices of default under the Mortgage to invalidate or waive any default notices of default inflicts one exercised, shall continue for so long as Mortgages shall thereafters of under the Mortgages, once exercised, shall continue for so long as Mortgages and the notice of default. All of the Mortgages is not not long as Mortgages shall thereafters elect to discontaine the exercise of any right or remedies by Mortgages, once exercised, shall continue to so long as Mortgages shall thereafters of any right or remedies by Mortgages, once exercised, shall continue to so long as Mortgages shall the continue of any right or remedies by Mortgages, and the Mortgages shall the continue to a subject to the continue of any right or remedies by Mortg

(7) This assignment shall be operative only in the event of a default in the payment of principal and interest evidenced by said note or default in the performance of the Mortgagor's covenants pursuant to the said mortgage/trust deed.

denced by a promissory note for said amount and payable in accordance with the terms thereof with the final payment of the entire and payable on and payable in accordance with the terms thereof with the final payment of the entire indebtedness being due and payable on and payable on the order of the Mortgagee at its office, which note is further secured by a mortgage in this instrument shall remain in full force and effect until said note and Premises hereinabove described to the Mortgagee and this instrument shall remain in full force and effect until said note and the interest thereon and all other costs and charges which may have accrued under said mortgage have been fully paid. fully paid. This instrument is given to secure payment of the principal sum of THIRDY EIGHT THOUSAND AND NO/100THS

(\$ 38,000,000,000) plus interest in the amount as provided in and evi-

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real estate located at 15 COURT OF STONE CREEK, NORTHBROOK, ILLINOIS

and bearing the following legal description:

PARCEL 1: LOT 32 IN ANCIENT TREE UNIT 1, BEING A SUBDIVISION OF PARTS OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH ON THE PLAT OF SUBDIVISION OF ANCIENT TREE UNIT 1, RECORDED MAY 17, 1973 AS DOC. 22328735 AND AS CREATED BY DECLARATION OF EASEMENTS, CHICAGO TITLE & TRUST COMPANY MADE BETWEEN AMERICAN NATIONAL BANK & TRUST COMPANY, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 23, 1973 AND KNOWN AS TRUST NO. 32211 AND ANCIENT TREE, AN ILLINOIS LIMITED PARTNERSHIP, DATED MAY 1, 1974 AND RECORDED MAY 21, 1974 AS DOCUMENT 22723117, AND BY DEED FROM AMERICAN NATIONAL DANK & TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 23, 1973 AND KNOWN AS TRUST NO. 52211, TO ALVIN L. TELLER AND BETTY TELLER, HIS WIFE DATED SEPT. 9, 1976 AND RECORDED APRIL 26, 1977 AS DOC. 23902178. COOK COUNTY CLOTHER OFFICE 04-08-311-026 PERMANENT INDEX NUMBER: