UNOFFICIAL CORY 4 0

COOK COUNTY GLORDS 86630540

ASSIGNMENT OF RENTS 1 3: 53 AND LEASES

86630540

	Know all men by these presents, that Stuart A. Timoner, MARRIED TO
,	DEBOKAM TINIONER. 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 Affiliated Bank/Morton Grove
	its successors and assigns, all the rents, issues and profits now due and which may hereafter become due, under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the uses or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, hade or agreed to, or which may be made or agreed to by the grantee hereinunder of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:
	SEE ATTACHED.
	SEE ATTACHED.
	PERMANENT INDEX NO. Ose Attached
	and does authorize irrevocably the above mentioned Affiliated Bank/Morton Grove
	and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, vritten or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such available, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, rollts discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said. Affiliated Bank Morton Grove
	or its agents, due or to become due, or that may hereafte be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgement deemed proper and advisable.
One	expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgement deemed proper and advisable. This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for million one Hundred Thousand dollars secured by a Mortgage of the real estate and premises hereinabove described to Chicago Title and Trust Company and this instrument shall remain in full force and effect until said loan and the increst thereon and all other costs and charges which may have accrued under said Mortgage or Trust Dood lave fully been paid.
	This assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained.
	WITNESS the hand and seal of first party this day of December, 198
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	COUNTY OF C O O K) for and residing in said County, in the State aforesaid, DO
	HEREBY CERTIFY THAT STUART A. TIMONER who personally known to me to be the same person whose nameis subscribed to the foregoing instrument, appeared before me this day in person and acknowledged thathe signed, sealed and delivered the said Instrument as hisfree and voluntary act, for the uses and purposes therein set forth.
	Given under my hand and Notarial Seal this 38 day of
	(Notarial Seal) Notary Public
:	THIS INSTRUMENT PREPARED BY AND TO BE DELIVERED TO:

David S. Mann, Esq., McBride, Baker & Coles Three First National Plaza, Suite 3800 Chicago, Illinois 60602

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LEGAL DESCRIPTION

PARCEL 1: LOTS 192 THROUGH 206, BOTH INCLUSIVE, IN HOENTZE AND WHEELER'S HIGH SCHOOL ADDITION TO IRVING PARK IN THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOTS 8 THROUGH 14, BOTH INCLUSIVE, IN BLOCK 6 IN BOLDENWECK AND MADSEN'S SUBDIVISION OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOTS 9 AND 10 IN BLOCK 4 IN WILLIAM A. BOND AND COMPARY'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 22, TOWNSHIP 4) NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LCT'S 5, 6, AND 7 IN BLOCK 5 IN BOLDENWECK AND MADSEN'S SUBDIVISION OF LOTS 4 AND 5, COUNTY CLERK'S DIVISION OF THAT FART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF MILWAUKEE AVENUE, IN COOK COUNTY, ILLINOIS.

G-F-D Permanent Index Nos.: 22-435-022, 13-22-435-023, G-G-O
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and 13-22-436-002 G-E-O Let 1, 1911 3 Lux 10 1

Property Address: 4200-4220 West Belmont Avenue, Chicago, Illinois 60641

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RIDER TO ASSIGNMENT OF RENTS, LEASES AND INCOME

- R-1. Assignor hereby represents and warrants as follows:
- a. That the sole ownership of the interest of the lessor in the Leases is vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions o this Ausignment.
- the Premises except those, if any, described in Exhibit A attached hereto and made a part hereof.
- c. That, at Assignee's election, Assignor shall not cause any Leases to be entered into, terminated or modified in any material respect without the prior written consent of the Assignee, which consent shall not be unreasonably withheld or delayed. All Leases (whether now or hereafter entered into) expressly provide or shall expressly provide that the same are subordinate to the lien of the Trust band and the rights of the Assignee hereunder.
- d. That Assignor shall time; and fully perform all covenants and obligations as lessor under the Leases, and Assignor shall give prompt notice to Assigned of any notice received by Assignor or its agents claiming that a default has occurred under any of the Leases on the part of the Assignor, together with a complete copy of any such notice.

This instrument prepared by:
David S. Mann
McBride, Baker & Coles
Three First National Plaza
38th Floor
Chicago, Illinois 60602
(312) 346-6191

RIDER TO ASSIGNMENT OF MEURS, LEASEN AND INCOME

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This instrument prepared by:
DAVID 8. Mann
NGBTIGG, Baker a COLES
Three First National Place
Jeth Floor
Chipago, Fillingis 60602
(312) 346-6191

- e. That Assignor shall not permit any Lease to become subordinate to any lien other than the lien of the Mortgage or any junior mortgage expressly permitted under the Trust Deed.
- f. That Assignor will not assign any of the rents, income or profits from the Premises to any person other than Assignee.
- g. That none of the rents for any portion of the Premises shall be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor, other than in the ord'nary course of business.
- R-2. This Assignment shall be and constitute a present and absolute transfer and assignment of the Leases and the rents, income, benefits and profits assigned hereunder; provided however, that anything contained herein to the contrary notwithstanding, Assignee shall not exercise any of the rights or powers conferred upon it nereunder unless and until a default shall exist under the terms and provisions of this Assignment (which default shall continue for ten (10) days after written Mortgage notice thereof), or a default (as defined in the Trust Deed) Mortgage shall occur under the Trust Deed, or any other instrument constituting additional security for the Note, and that prior to the occurrence of any such default, Assignor shall be entitled to collect and receive the rents, income, benefit; and profits from the Premises.
- R-3. Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income, benefits and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without process of law, and take possession of all or any part of the Premises, together with all personal

- e. That Assignor shall not permit any Leane to member of subordinate to any lies other than the limb of the oresit of any junior mortgage expressly permitted shaer the femily have.
 - f. That Assignor will not essign any of the restar institute of profits than income of profits from the fremiscs to any person other than Assigned.
 - g. That none of the react for any partition of the Premises shall by waived, released, reduced, discounted, or continued of the configuration of the configuration of business.
- R-Z. This Assignment shall be and scampled a protein and assignment of the basses one the rows; herefile and prefits accident of the basses one the rows; however, beat adopting vontained here is a confiction of that adviting vontained here is a confict one and in the result powers conferred agen it becounded unions and area; a darage shall exist under the terms and provisions of this Assignment which default shall confirm the title (10) is a secret with a distinct thereoff, or a distinct defined in the result of the confirming additional secret of the secret union anall confirming additional secret of the confirming additional secret confirments and therefore the research confirming additional secret confirming and the fermions.
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property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude Assignor, its beneficiaries, agents and servants and agents of beneficiaries, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after default hereunder or default under the Note or the Trust Deed, without further notice to Assignor, except as expressly provided herein, with full power to sue and apply all of the rents and other income harein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness of liability of Assignor to Assignee, including insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest and any other payments due from Assignor, or anyone claiming an interest through it, to Assigned under the Note and the Trust -Deed, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases, and this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or discharge of any of the terms, conditions, duties or obligations under any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, or for any dangerous

property. fixtures, documents, books, records, masers and accounts of Assignor relating thereto, and way exclude aligher ifis beneficiaries, agents and servants and agents of same flotaries, wholly therefrom. Azasquot better cranco folt accer and authority to Assignee to exercise all rights, privileges and powers betein granted at ony and all times after default hereinder or default under the Hote or the Galach Calader of the Nurther notice to Assignor, except as expressly provided descent restance when remore and to the viggs but one of rewood link didiv income hereis assigned to the payment of the costs and operating the Premises and of any redebled to 1 to biltis Y Assignor to Assigner, including insurance promised, departs dlaims, the costs of maintainte, repaired tebesides and read of the importance of the reading of the reading and the reading of the readi rengable, attorneys' fees inkurred in connection with the enfordement of this Assignment, and of brindinal and interest and any other payments due from Acs. quory or anyone claiming an interest through it; to Augustee under the Mot. and the washed water in such order as assignee may leterming, Austanne chall be under no obligation to exertise or producted as of the rights or claims assigned to it hereander or to perfore or count outlany of the bolleations of the leased ander sey of the dediction and doen not a sume any of the limbilities in connection with or arising or growing out of the covenants and agreenes of ABBLE OL IN the Leases, and this Assignment stail not operation glass responsibility for the imperent, rune, turespeaded to the speading di che Bremiser, con maura innercal, bican hairesa, coc illicit con prinitatiatiatiati make Azzroneze ellabro elle elle percentuanice oc electrone any of the terms, aquairions, ducies or obligariers under ere នាមី គ្រឹង្ត ពិតគិនមេនុស្ស សារ ដែល៩ ឯកម្ម មកនេះថៃ កាន់ ដែកម ទី២១០ខែមាន ២៩ សុខ ស្រុយសម inga sembro yang malang inganag mendag pendag yan menegerak berai **da ya**n mengap

or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

- R-4. Without limiting the foregoing, in the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor and all parties claiming by, through or under Assignor. Assignor shall demnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. the assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonble attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor forthwith upon demand.
- R-5. Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.
- R-6. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall

or defective condition of the eremises of for any degliance the management, upkeep, recair or control of the Premises remained the loss or injury or death to any leguen, incenses, while the or stranger.

and without limiting the foregoing, in the exercise of the powers herein granted the Apsignee, no liability shall be restrict of antorpod against with the same of the to the things of the contract of the contrac being hereny expressiy verved and relessed by the her yes har ail partica, chaiming by, through or under Assigner. Assigner. shall dademnify the autignes for and to hold it have from any and old Hability, loss or Jamage water, that the fire theur under the beases or under or by reason of this addigment androtrand from any and all-claims and co-mid-da whetamered wellthe desired egaine in the reason or the distance bettees ed Ven organderbakings on its part to perfice or discharge any of the permen covenants of agreements on tained in said beases. Should che angignee incur any such dianilitry, loss or danage under the Leaden by ander or by reason of this has thereby or in the defense of any such claims or derands, the enough thereas, individing dogts; expenses and reasonble attorneyed team, wholitie Therefore there's and James Sanda to the James of the sanda to the sanda the sanda to the sanda Forthwith upon demand,

of Res. Walver of or acquiesconce by Assigned in any defactor by the Assigned to insint opposite the Assignor of the Assignor to insint opposite the Assignor of any coverable, conditions of a surface defact in this Assignment, that i are constituted a warre of any subsequent or other defact or rather, whether her similar.

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have under the Mortgage, the Note or any other document or instrument constituting additional security for the Note, or at law or in equity.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly signed, sealed and delivered the day and year first above written.

STUART A. TIMONER

STATE OF ILITOIS)
COUNTY OF COCK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stuart A. Timoner is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth, including the release and waiver of the right of homestead.

Given under my hand and of F icial seal, this 30th day of December, 1986.

NOTARY PUBLIC

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TH MITMESS MERREOF, the Assignor has course Assignor has course Assigned to be duly signed, sealed and delivered the day and year first above written.

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EXHIBIT A

Leases and Tenancies

Property of Cook County Clerk's Office

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