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COOK COUNTY, ILLINOIS
FILED FOR RECORD

86630540

ASSIGNMENT OF RENTS
AND LEASES

86630540

Know all men by these presents, that Stuart A. Timoner, MARRIED TO
DEBORAH TIMONER
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, made or agreed to, or which may be made or agreed to by the grantee hereinafter 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.

PERMANENT INDEX NO. See Attached

and does authorize irrevocably the above mentioned Affiliated Bank/Morton Grove
in its own name to collect all of said avails, rents, issues
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, written 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 en-
force the payment or the security of such avails, rents, issues and profits, or to secure and maintain posses-
sion 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, at its 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 hereafter 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.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for
One Million One Hundred Thousand dollars secured by a Mortgage ~~or Trust Deed~~ dated the 30th
of December, 1986, conveying and mortgaging the real estate and premises herein-
above described to Chicago Title and Trust Company
and this instrument shall remain in full force and effect until said loan and the interest thereon and all other
costs and charges which may have accrued under said Mortgage ~~or Trust Deed~~ have 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 30 day of December, 1986

Stuart A. Timoner
STUART A. TIMONER

STATE OF ILLINOIS) ss I, _____ the undersigned _____ a Notary Public in and
COUNTY OF COOK) 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 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 therein set forth.

Given under my hand and Notarial Seal this 30 day of December, 1986.

(Notarial Seal)

[Signature]
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

70-75-072-AB 3

2100

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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 COMPANY'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 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: LOTS 5, 6, AND 7 IN BLOCK 5 IN BOLDENWECK AND MADSEN'S SUBDIVISION OF LOTS 4 AND 5, 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.

Permanent Index Nos.: 13-22-435-022, 13-22-435-023, G-G-O
G-F-D 13-22-435-024, 13-22-435-025, 13-22-435-026, 13-22-435-036, All Parcel 2
13-22-435-037, 13-22-434-030, 13-22-434-031, 13-22-436-001, Lot 7 Parcel 4 H-H
and 13-22-436-002 G-G-O Lot 4 Parcel 2 Lot 10 K
Parcel 4 Lot 5, 6

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 of this Assignment.

b. That there are currently no leases or tenancies of 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 ^{Mortgage} Trust Deed and the rights of the Assignee hereunder.

d. That Assignor shall timely and fully perform all covenants and obligations as lessor under the Leases, and Assignor shall give prompt notice to Assignee 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

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ASSIGNMENT OF LEASE, LIENS AND INTERESTS

1. Assignor hereby represents and warrants as follows:

a. That the sole ownership of the premises of the

lessor in the premises is vested in Assignor, and that Assignor has

not, and shall not, perform any act or exercise any other

power or authority which might prevent Assignor from fully exercising

its rights under any of the terms, covenants and conditions of

this Assignment.

b. That there are currently no liens or claims against

the premises except those, if any, described in Exhibit A

attached hereto and made a part hereof.

c. That, as Assignor is entitled to quiet enjoyment of the

premises and to be entered into the premises and to use the

premises in accordance with the terms of the lease, Assignor

will not, and shall not, do anything which would be reasonably

anticipated to interfere with the quiet enjoyment of the

premises, which consent shall not be unreasonably withheld or

delayed. All leases (whether now or hereafter entered into)

expressly provide or shall be deemed to provide that the

premises are to be used for the purposes set forth in

Exhibit B, and that the Assignor shall not, and shall not

authorize any person to, do anything which would be reasonably

anticipated to interfere with the quiet enjoyment of the

premises, which consent shall not be unreasonably withheld or

delayed. All leases (whether now or hereafter entered into)

expressly provide or shall be deemed to provide that the

premises are to be used for the purposes set forth in

Exhibit C, and that the Assignor shall not, and shall not

authorize any person to, do anything which would be reasonably

anticipated to interfere with the quiet enjoyment of the

premises, which consent shall not be unreasonably withheld or

delayed. All leases (whether now or hereafter entered into)

expressly provide or shall be deemed to provide that the

premises are to be used for the purposes set forth in

Exhibit D, and that the Assignor shall not, and shall not

authorize any person to, do anything which would be reasonably

anticipated to interfere with the quiet enjoyment of the

premises, which consent shall not be unreasonably withheld or

This Agreement prepared by:
DAVID S. MANN
McBride, Baker & Coles
Three First National Plaza
10th Floor
Chicago, Illinois 60602
(312) 343-8121

10-22-80

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e. That Assignor shall not permit any Lease to become subordinate to any lien other than the lien of the ~~Trust Deed~~ ^{Mortgage} or any junior mortgage expressly permitted under the ~~Trust Deed~~ ^{Mortgage}.

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 ordinary 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 hereunder 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 notice thereof), or a default (as defined in the ~~Trust Deed~~ ^{Mortgage}) shall occur under the ~~Trust Deed~~ ^{Mortgage}, 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, benefits 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

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That Assignor shall not permit any lease or mortgage subordinate to any lien other than the lien of the first mortgage any junior mortgage expressly permitted under the terms hereof. That Assignor will not assign any of the real estate or profits from the premises to any person other than Assignee.

That none of the taxes for any portion of the premises shall be waived, reduced, released, discharged or otherwise discharged or compromised by Assignor, other than the ordinary course of business.

R-3. This Assignment shall be and constitute a present and absolute transfer and assignment of the business and the real estate, benefits and profits assigned hereunder, and the Assignor, however, that anything contained herein to the contrary notwithstanding, Assignor shall not retain any of the rights or powers conferred upon it hereunder unless and until a written instrument shall exist under the terms and provisions of this Assignment (which instrument shall contain the full and complete description of the business and the real estate, benefits and profits assigned hereunder) or a written instrument shall occur under the terms and provisions of this Assignment constituting additional security for the debt and that upon the occurrence of any such default, Assignor shall be entitled to collect and receive the taxes, income, benefits and profits from the premises.

Assignor is hereby vested with full power to execute all necessary, legal and equitable, bonded or unbonded instruments to execute this Assignment, and to execute the same, including the assignment and other assigned instruments, including the assignment of the business to which upon the execution of any instrument, with or without process of law, and take possession of all or any part of the premises, together with all personal

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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~~^{Mortgage}, without further notice to Assignor, except as expressly provided herein, with full power to sue and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or 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 Assignee under the Note and the ~~Trust Deed~~^{Mortgage}, 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

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property, fixtures, furniture, records, books, documents, papers and
accounts of Assignor relating thereto, and any other rights
in beneficial interests, 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 lease or the mortgage, without
further notice to Assignor, except as expressly provided herein
with full power to use and apply all of the term and other
income herein assigned to the payment of the cost of insurance
and operating the premises and of any indebtedness of Assignor
of Assignor to Assignee, including insurance premiums, taxes,
claims, the cost of maintenance, repairs, replacement and
restoring the improvements on the premises and of making the same
rentable, attorney's 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 Assignee under the lease and the mortgage.
Assignor hereby assigns to Assignee all in such order as Assignor may determine.
Assignor shall be under no obligation to exercise or procure any of the
rights or claims assigned to it hereunder or to perform or pay
out any of the obligations of the lease or mortgage of the premises
and does not assume any of the liabilities in connection with the
leasing or paying out of the covenants and agreements of
Assignor in the lease, and this Assignment shall not operate to
release Assignor from the covenants, conditions and obligations of the
lease, or from the covenants, conditions and obligations of the mortgage,
or from the covenants, conditions and obligations of any other instrument
or any of the terms, conditions, covenants or obligations of any of the
lease, or for any part of the premises of any part thereof,
under any of the lease or any other person, or for any part thereof.

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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 indemnify 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. Should 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 reasonable 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

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of defective condition of the premises or for any negligence of the management, upkeep, repair or control of the premises resulting in loss or injury or death to any person, including any employee or assignee.

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, its officers, directors, employees or assignees, or any of them, for any loss or injury or death resulting from any and all liability, loss or damage which may be asserted against the Assignee or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged negligence or omissions on its part to perform or discharge any of its obligations or agreements contained in said lease, or any other terms, covenants or agreements contained in said lease, or any other lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the Assignee, its officers, directors, employees or assignees, shall not be liable for any such liability, loss or damage, including costs, expenses and reasonable attorney's fees, which may be required hereby, and Assignee shall retain the right to defend itself with respect to any such claim or demand.

R-5. Waiver of or acquiescence by Assignee in any defect, by the Assignor, or failure of the Assignor to insure upon the performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other liability 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 might

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EXHIBIT A

Leases and Tenancies

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