

70-33-773 Df 1 5mH
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ASSIGNMENT made March 13, 1986 by LA SALLE NATIONAL BANK, a national banking association, not personally but as Trustee under the provisions of a deed(s) in trust recorded and delivered to said Bank in pursuance of a Trust Agreement dated August 8, 1967, known as Trust Number 20758 Assignor, to DREXEL NATIONAL BANK, Assignee.

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R E C I T A L S

The Assignor is the owner in fee of the premises hereinafter described, and has requested the Assignee to loan to the Assignor the sum of EIGHTY THOUSAND AND NO/100 (\$80,000.00)-----.

The Assignee has refused to loan to the Assignor such sum unless the Assignor, in addition to executing its note for such sum and executing and delivering its trust deed to secure the payment of the note, in like amount, also executes and delivers this assignment of rents as additional collateral for the repayment of the note and trust deed.

Now, therefore, in order to better secure the payment to the Assignee of the principal on the note and trust deed, together with the principal of any other obligation of the Assignor held by the Assignee, with interest, now due or hereafter to become due thereon, and all premiums of insurance on policies which the Assignee has effected and may effect under the terms of the trust deed and of all taxes, assessments, water rates, and meter charges which may now be due and unpaid, or which may thereafter become due and a charge against or a lien upon the premises, with interest and penalties thereon, and of the interest on any prior trust deed or mortgage of such premises, and of amortization of principal on any prior trust deed or mortgage, the Assignor assigns to the Assignee all the rents, issues, and profits due and to become due from the mortgaged premises together with all leases, agreements, service contracts, and insurance policies affecting the mortgaged premises.

1. **COLLECTION OF RENTS.** The Assignee shall have the power and authority to enter upon and take possession of the mortgaged premises and to demand, collect and receive from the tenants, lessees, or other occupants now or at any time hereafter in possession of the mortgaged premises or from any part thereof, rents now due or to become due, to endorse the name of the Assignor or any subsequent owner of the premises on any checks, notes, or other instruments for the payment of money, to deposit the same in bank accounts, to give any and all acquittances or any other instrument in relation thereto in the name of the Assignor or in the name of the Assignee and either in his own name or in the name of the Assignor, to institute, prosecute, settle, or compromise any summary or legal proceedings for the recovery of such rents, profits, or to recover the whole or any part of the premises, and to institute, prosecute, settle, or compromise any other proceedings for the protection of the mortgaged premises, for the recovery of any damages done to the premises, or for the abatement of any nuisance thereon, also the power to defend any legal proceedings brought against the Assignor or against the owners arising out of the operation of the mortgaged premises.

2. **DESCRIPTION:** The premises are more particularly described on attached Exhibit "A".

3. **AUTHORITY TO LEASE.** The Assignee shall have the power to lease or rent the mortgaged premises, or any part thereof, to employ an agent to rent and manage the premises, whose compensation shall be fixed at 5% of the gross rents collected, to make any changes or improvements deemed by him necessary or expedient for the leasing or the renting of the premises, to keep and maintain the premises in tenantable and rentable condition, as well as in a good state of repair, and to purchase all equipment or supplies necessary or desirable in the operation and maintenance

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of the premises and to pay for all gas, electricity, power, painting, repairs, wages of employees, and other items for the maintenance of the premises, to pay interest or principal on the prior mortgages on the premises now due or to become due, taxes, assessments, water and sewage rates, and meter charges now due and unpaid or which may hereafter become due and a charge or lien against the premises, and to pay the principal and/or the interest of the note and mortgage, now due or hereafter to become due, and to pay the premiums on all policies of insurance now or hereafter effected by the Assignee and to comply with orders of any governmental departments having jurisdiction against the premises, and to remove any mechanic's liens, security interests, or other liens against the premises, and, in general, to pay all charges and expenses incurred in the operation of the premises.

4. PAYMENT OF EXPENSES. The Assignee shall have the authority to pay the cost of all the matters herein mentioned out of the rents and other revenues received from the mortgaged premises and the cost of any such expenditures of any payments which may be made by the Assignee under any of the provisions of this Agreement, including expenses and charges for counsel fees, shall be charged to the Assignor and for all purposes be deemed secured hereby and they may be retained by the Assignee out of the rents of the premises.

5. LIABILITY OF ASSIGNEE. The Assignee shall in no way be liable for any act done or anything omitted by him but shall be liable only to account for all moneys that he may receive hereunder, and nothing herein contained shall be construed as a prejudice to his right to institute or to prosecute any proceedings to foreclose the mortgage, or to enforce any lien on any other collateral which the Assignee may have, or prejudice any right which the Assignor may have by reason of any default, present or future, under the terms of the mortgage.

6. TRANSFER OF LEASES. The Assignor assigns, transfers, and sets over to the Assignee all leases or subleases made to the various tenants in the building, and all its rights, title, and interest therein, authorizes and empowers the Assignee to continue present leases, or to demise any one or more apartments or space therein for a period of not greater than ten years, and upon such terms and conditions as the Assignee may deem just and proper, and, if necessary, to execute, acknowledge, and deliver any and all instruments in writing necessary to effectuate this agreement. The Assignee shall have full power and authority to do and perform all acts or things necessary and requisite to be done in and about the premises, as fully and to all intents and purposes as the Assignor might or could do if present, with full power of substitution and revocation. The Assignor ratifies and confirms all that the Assignee shall lawfully do or cause to be done by virtue hereof.

7. FAILURE TO ACCOUNT. The Assignee shall in no way be responsible or liable for any defalcation or failure to account for any rents collected by any agent or collector of the premises whom he may designate or appoint to collect or manage the property, nor shall the Assignee be in any way liable for the failure or refusal on his part to make repairs to the premises. The Assignee shall in no way be responsible personally for any debt incurred in respect of the premises.

8. EVENTS OF DEFAULT. The amount due to the Assignee shall, at the option of the Assignee, immediately become due and payable, anything in this agreement to the contrary notwithstanding, in the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Assignor, or against any subsequent owner of the premises covered by this rent assignment, or in the event that there is a voluntary or involuntary proceeding for the dissolution of the Assignor or any subsequent owner of the premises covered by this rent assignment, instituted in any court having jurisdiction, or in the event that

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any proceeding or action is begun in any court in which it is claimed that the Assignor or any subsequent owner of the premises covered by this rent assignment is insolvent and a temporary or permanent receiver or its assets shall be appointed; or in the event that a petition for reorganization or arrangement under the Bankruptcy Act is filed by or against the Assignor, or against any subsequent owner of the premises covered by this rent assignment, or in the event that the Assignor or any subsequent owner is unable to meet its debts or obligations as they become due; or in the event that a judgment is rendered against the Assignor, or against any subsequent owner of the premises covered by this rent assignment or a mechanic's lien is filed against such property and the Assignor shall fail, within five days after the rendition of such judgment or the filing of such mechanic's lien to remove, satisfy, bond, release such judgment or mechanic's lien; and the Assignor does hereby waive notice of protest in respect to such and any or all of such payments.

9. RIGHTS OF ASSIGNEE IN COLLATERAL. This assignment of rents is intended for use in connection with the loan secured by the note and trust deed in this agreement mentioned. It is understood and agreed by the parties that this assignment shall in no manner prejudice the Assignee or estop the Assignee in any way in the exercise of its right as mortgagee or as the plaintiff in any foreclosure action which may be instituted or in connection with the endorsement of any lien which the Assignee may have upon any other collateral which may be held by the Assignee and this assignment shall be at all times subject to the exercise of any such rights which the Assignee may have and to any proceedings which the Assignee may be entitled to take in connection therewith.

10. SURPLUS FUNDS. The Assignee may (but shall be under no obligation to do so) turn over to the Assignor any surplus which the Assignee may have on hand after paying all expenses in connection with the operation and maintenance of the mortgaged premises and after setting up the necessary reserve for the payment, upon the due date, of fixed charges against the mortgaged premises. The turning over of any surplus by the Assignee to the Assignor shall in no way obligate the Assignee to continue to turn over such surplus.

11. FURTHER ASSIGNMENT. The Assignee is given the privilege of assigning all of his right, title, and interest in and to this assignment of land to any person, firm or corporation to whom the note and mortgage are assigned, and in such manner so that the holder of the note and trust deed shall have all of the rights and privileges given herein to the Assignee as if such Assignee were originally named herein as the Assignee.

THIS Assignment of Rents is executed by the LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LaSalle National Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on LaSalle National Bank personally to pay said note or any interest 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 Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as LaSalle National Bank and its successors and said LaSalle National Bank personally are concerned, the legal holder or holders of said 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 said note provided or by action to enforce the personal liability of the guarantor, if any.

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EXHIBIT A

LEGAL DESCRIPTION: LOTS 6 AND 7 (EXCEPT THE EAST 17 FEET OF BLOCK LOTS TAKEN FOR WIDENING NORTH WESTERN AVENUE) IN BLOCK 19 IN THE NATIONAL CITY REALTY COMPANY'S FOURTH ADDITION OF ROGERS PARK MANOR BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON STREET ADDRESS: 6840-42 N. Western Ave.
Chicago, Illinois

PERM. TAX NUMBER: 10-36-226-031 *AT*

THIS DOCUMENT PREPARED BY: SUSAN B. NORBECK
Chapekis, Marcus & Chapekis
11 S. LaSalle Street
Chicago, Illinois
60603

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