

5 of 6
C-15765
RE TITLE AGENCY ORDER #

PIN: 13-01-423-024
5740-44 N. Western Ave.
Chicago, IL 60659
PIN: 13-01-423-035
5700-08 N. Western Ave.
Chicago, IL 60659

PIN: 13-01-423-033 and 22-17-18
13-01-423-034
5700-11 N. Western Ave.
Chicago, IL 60659
86291786

UNOFFICIAL COPY

LEASE AND RENT ASSIGNMENT

12.00

For the purpose of further securing the Note dated June 12, 1986 made by State National Bank, not personally but as Trustee under Trust Agreement dated 4/20/73 and known as Trust #5427

payable to State National Bank in the principal amount of Three Hundred Thousand and no/100----- DOLLARS (\$300,000.00)

secured by Trust Deed bearing even date with said Note, whereby State National Bank, not personally but as Trustee under Trust Agreement dated 4/20/73 and known as Trust #5427 conveyed to

State National Bank as Trustee, the following described real estate:

COOK COUNTY, ILLINOIS
RECORDER'S OFFICE
1986 JUL 14 AM 11:41

86291786

and in consideration of the making by State National Bank

(hereinafter called the "Bank"), of the loan evidenced by said Note, the undersigned does hereby assign, transfer and set over unto the Bank all the right, title and interest of the undersigned in, to and under all leases of any and every kind now or hereafter existing with respect to said real estate or any part thereof,

together with all rents accrued and to accrue under each and all of said leases and all other rents at any time arising out of said real estate hereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said Note or said Trust Deed of this Assignment, but no instalment of rent shall ever be collected by the undersigned in advance of its due date. This Assignment shall remain in full force and effect until all indebtedness secured by said Trust Deed has been paid in full.

The undersigned does further hereby covenant and agree with the Bank that until said indebtedness has been paid in full, the undersigned upon the Bank's request will furnish to it true copies of all of said leases and will make, sign and deliver to the Bank such other and additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any time arising out of said real estate.

Until the Bank shall notify the lessee or lessees under said lease or leases and tenant or tenants of said real estate that there has been a default under said Note or said Trust Deed or this Assignment, such lessee or lessees and tenant or tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no instalment of rent shall ever be paid to the undersigned in advance of its due date.

In the event of any default under said Note or said Trust Deed or this Assignment, the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and

RETURN TO RECORDER'S OFFICE BOX NO. BOX 169

86291786

UNOFFICIAL COPY

8831786

CHICAGO, ILL. COOK COUNTY



For the purpose of further securing the said bank... by State National Bank, not personally... known as Trust #2427... State National Bank... Three Hundred Thousand and no/100... secured by Trust Deed bearing even date with said note, whereby... State National Bank, not personally... known as Trust #2427... State National Bank... (and) estate

8831786

and in consideration of the making by State National Bank

(hereinafter called the "bank")... does hereby assign, transfer and sell... of the undersigned... after existing with respect to said note or any part thereof.

together with all rights... all other parts of any... and shall be paid... no assignment of any... date. This assignment shall remain in full force and effect until all indebtedness secured by said note has been paid in full.

The undersigned does hereby... and shall be paid... and shall be paid... and shall be paid... and shall be paid...

Until the bank shall... and lender of certain... and lender of certain... and lender of certain...

In the event of any default... the bank shall have the right... the bank shall have the right...

8831786

BOX 186

RETURN TO RECORDER'S OFFICE BOX NO.

UNOFFICIAL COPY 8629735

upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the name(s) of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under said lease or leases, and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, but the Bank shall not be responsible for the performance of any of the covenants of the lessor or lessors of the lessee or lessees in said lease or leases or for the performance of any of the obligations of the landlord nor for the collection of any such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal, or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Trust Deed.

If the Bank shall negotiate or transfer said Note, it may assign all its right, title and interest hereunder to the holder or transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the term "the undersigned" shall be taken to refer to each and all the signers.

GIVEN under our hand and seal this 6th day of JUNE, 19 86.

State National Bank, not personally but as Trustee under Trust Agreement dated 4/20/73 and known as Trust #5427

By: Martin C. J. Miller

Attest: Lawrence J. Kolman

THIS DOCUMENT PREPARED BY:

STATE NATIONAL BANK
1603 ORRINGTON AVENUE
EVANSTON, ILLINOIS 60204
JEFFREY D. GARDNER, VICE PRESIDENT

ACKNOWLEDGMENT FOR CORPORATION

No. 411
AUGUST, 1966

GEORGE E. COLE'S
LEGAL FORMS

STATE OF ILLINOIS
Cook }
COUNTY OF Cook } ss.

JUDITH C. COHEN

a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that MARTIN C. J. MILLER, VICE President, and LAWRENCE J. KOLMAN, ASST. Secretary of the

STATE NATIONAL BANK

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and ASST. Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said

STATE NATIONAL BANK for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal, this 6th day of JUNE, 1986

George E. Cole
Notary Public

My Commission Expires January 21, 1988

86291786

