

# UNOFFICIAL COPY

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THIS INSTRUMENT PREPARED  
BY AND TO BE RETURNED TO:  
YOUNG KIM, ESQUIRE  
WILDMAN, HARROLD, ALLEN & DIXON  
ONE IBM PLAZA  
SUITE 3000  
CHICAGO, ILLINOIS 60611

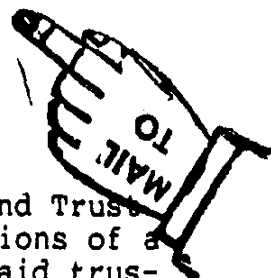
## ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that Bremen Bank and Trust Company, not personally but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said trustee in pursuance of a trust agreement dated September 16, 1985 and known as trust no. 85-2596 having its principal office at 17500 Oak Park Avenue, Tinley Park, Illinois ("Trustee") and William Stoecker, an individual (Trustee and William Stoecker are herein jointly to as "Mortgagor"), in consideration of these premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto Home Savings of America, F.A., a federal savings and loan association ("Lender"), whose address is 1001 Commerce Drive - Building D-2, Irwindale, California 91706, its successors and assigns, the following:

1. The right to use, possession of and the right to rent, let and/or lease the real property described in Exhibit A attached hereto, and any or all of the improvements, including as such improvements all of the fixtures, 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 property, in or to which the Mortgagor has any right, title or interest ("Premises").

2. All the rights, interests and privileges which Mortgagor, as landlord, has and may have in leases now existing, if any, or those hereafter made and affecting the Premises and improvements or any part thereof, as said leases may have been or may be from time to time modified, extended or renewed, with all rents, issues, income and profits due and hereafter becoming due therefrom.

3. The Mortgagor irrevocably constitutes and appoints Lender as its true and lawful attorney in its name and stead (a) to collect any and all of the said rents, issues, or rebates; (b) to use such measures, legal or equitable, as in its discretion may be deemed necessary or appropriate to enforce the payment of said rents, rebates, damages and/or any security given in connection therewith; (c) to secure and maintain the use and/or possession of the Premises and/or the improvements and/or any part of either; (d) to fill any and all vacancies and to rent,



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lease and/or let the Premises and/or the improvements and/or any part thereof at its discretion; and (e) to order, purchase, cancel, modify, amend and/or in any and all ways control and deal with any and all equipment leases, installment contracts now or hereafter on, or in connection with the whole or any part of the property or equipment used in connection with the Premises or improvements at Lender's discretion.

4. Mortgagor hereby grants to Lender, full power and authority to use and apply said rents, rebates or damages (a) to the payment of any taxes, assessments, and charges of any nature whatsoever that may be levied or assessed in connection with the Premises; (b) to the payment of premiums on policies of insurance on or in connection with the whole or any part of the Premises and/or the improvements as may be deemed advisable by the Lender; (c) to the payment of any and all indebtedness, liability or interest of the Mortgagor, including the indebtedness created by the Note, whether now existing or hereafter to exist; (d) to the purchase of and/or the payment for such improvements or equipment as may be deemed necessary or advisable by the Lender; (e) to the payment of all expenses in the care and management of the Premises, including such repairs, alterations, additions and/or improvements to the Premises as may be deemed necessary or advisable by the Lender; (f) to the payment of reasonable attorneys' fees, court costs, labor, charges and/or expenses incurred in connection with any and all things which the Lender may do or cause to be done by virtue hereof; and (g) to the payment of such portion of the indebtedness or on any of the foregoing, if any, as may be deemed necessary or advisable by the Lender.

5. Mortgagor further hereby grants to the Lender full power and authority to make contracts for the care and management of the whole or any part of the Premises and/or improvements in such form and providing for such compensation as may be deemed advisable by the Lender, and for the performance or execution of any or all of the rights and powers granted by this Assignment, authorizes Lender to constitute, appoint, authorize and in its place and stead put and substitute one attorney or more for the Mortgagor as its attorney or attorneys, and to do, execute, perform and finish for Mortgagor in its name all or any things which shall be necessary or advisable, or which said attorney or its substitute or substitutes shall deem necessary or advisable in and about, for, touching or concerning this Assignment or the Premises or improvements or any of them as thoroughly, amply and fully as the Mortgagor could do concerning the same, being personally present and whatsoever said attorney or its substitute or substitutes shall do or cause to be done in, about or concerning these presents or the Premises or improvements or any part of any of them, Mortgagor hereby ratifies and confirms.

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6. Mortgagor also hereby grants to the Lender, full power and authority to exercise at any and all times each and every right, privilege and power herein granted, without notice to the Mortgagor.

7. Lender 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 to it. Lender shall be accountable only for such cash as it actually receives under the terms hereof; provided, however, that failure of Lender to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to Lender.

8. Mortgagor will execute upon the request of Lender any and all instruments requested by Lender to implement this Assignment or to accomplish any other purpose deemed by Lender to be necessary or appropriate in connection herewith.

9. This Assignment shall in no way operate to prevent Lender 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, the Note or the Loan Documents referred to in paragraph 11 below or any extension thereof.

10. The Mortgagor does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of said Premises to pay all unpaid rental agreed upon in each tenancy to the Lender upon receipt of demand from Lender to so pay the same.

11. This Assignment is given to secure payment of the principal sum of Five Hundred Fifty-Five Thousand and No/100ths Dollars (\$555,000.00), plus all interest in the amount as provided in and evidenced by a Promissory Note of even date (the "Note") for said amount and payable in accordance with the terms thereof with the final payment of the entire indebtedness being due and payable on August 10, 2001, which Note is further secured by a Mortgage (the "Mortgage") and certain other Loan Documents as defined in the Mortgage, 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 and Loan Documents have been fully paid.

12. This Assignment shall be operative only in the event of a default in the payment of principal and interest evidenced by the Note or default in the performance of the Mortgagor's covenants pursuant to the Mortgage, Note or Loan Documents which extend beyond any grace periods or notice periods provided in the Note, Mortgage or Loan Documents. Anything herein to the

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contrary notwithstanding, this Assignment, with all rights, powers, privileges and authority created pursuant hereto, shall not, prior to the entry upon and taking possession of said Premises by Lender, be deemed or construed to constitute Lender a mortgagee in possession, nor shall this Assignment thereafter or at any time or under any circumstances obligate Lender to appear in or defend any action or proceeding relating to any of the leases or the Premises.

13. Lender shall not be obligated or required to take any action hereunder, or to expend any money or incur any expense or perform or discharge any obligation, duty or liability under any of the leases, or to assume any obligation or responsibility for any security deposit or other deposits delivered to Mortgagor by any lessee hereunder unless specifically assigned and delivered to Lender, nor shall Lender be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises. Mortgagor agrees to indemnify and hold Lender harmless from any and all liability, loss, damage or expense incurred by Lender under or by reason of this Assignment, or for any action taken by Lender hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Lender arising out of the leases, including but not limited to, any claim by any lessee for any credit for rental paid to and received by Mortgagor, but not delivered to Lender. Should the Lender incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees) with interest thereon at the rate set forth in the Note shall be payable by Mortgagor immediately, upon demand, and shall be secured hereby and by the Mortgage and Loan Documents. Failure to make such payments within thirty (30) days of written demand shall constitute an event of default under the Mortgage permitting Lender to declare the entire indebtedness due and payable.

14. The covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective successors and assigns, and all lessees, subtenants and assigns of same, and all occupants and subsequent owners of the Premises and all subsequent holders of the Note and Mortgage.

15. Any provision of this Assignment which is unenforceable or invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Assignment, shall be of no effect, and in such case all the remaining terms and provisions of this Assignment shall subsist and be fully effective according to the tenor of this Assignment the same as though any such invalid portion had never been included herein.

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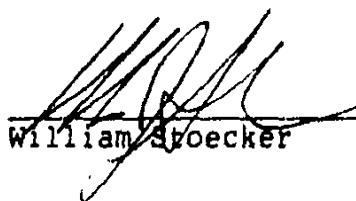
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16. Notices to Mortgagor shall be as provided in the Mortgage. Notices to Lender shall be delivered in person or, if by United States mail, postage prepaid, addressed as follows:


Home Savings of America, F.A.  
P.O. Box 7075  
Pasadena, California 91109  
Attention: Loan Service Manager

17. This Assignment is executed by Bremen Bank and Trust Company, not individually or personally but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed by Lender and by every person now or hereafter claiming any right hereunder that nothing contained herein shall be construed as creating any liability on trustee to pay the Note or any interest that may accrue thereon, or any other indebtedness accruing hereunder, or under the Mortgage or other Loan Documents or to perform any warranties, indemnities, undertakings, agreements or covenants either express or implied herein contained, all such liability, if any, being expressly waived.

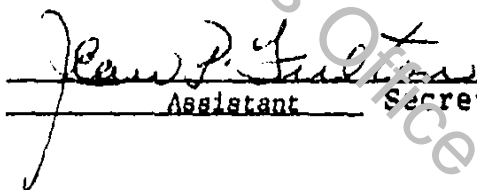
IN WITNESS WHEREOF, the Mortgagor has executed this Assignment as of the 29th day of July, 1986.

  
William Stoecker

BREMEN BANK AND TRUST COMPANY,  
as trustee as aforesaid, and  
not personally or individually

By:   
Senior Vice President  
and Trust Officer

ATTEST:

By:   
Assistant Secretary

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## RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the lessor while in form purporting (except as herein otherwise expressed) to be the representations, covenants, undertakings and agreements of the lessor are nevertheless each and every one of them, made and intended not as personal representation, covenants, undertakings and agreements by the lessor or for the purpose or with the intention of binding said lessor personally but are made and intended for the purpose of being only that portion of the trust property specifically leased hereunder, and this issue is executed and delivered by said lessor not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that no duty shall rest upon lessor to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Bremen Bank and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this lease or any account of any representation, covenant, undertaking or agreement of the said lessor in this lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the lessees herein, and by all persons claiming by, through or under said leases.

Bremen Bank and Trust Company  
not personally but as Trustee  
under Trust No. 85-2596

Dated: September 16, 1985

BY:

Albert G. Stanko  
Senior Vice President & Trust Officer

ATTEST:

Paul P. Fulton  
Assistant Secretary

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STATE OF ILLINOIS     )  
                              ) SS:  
COUNTY OF COOK        )

I, THE UNDERSIGNED, a Notary Public, in and for and residing in COOK County, in the State afore-said, DO HEREBY CERTIFY that Albert A. Stroka, Senior Vice President/Trust Officer and Assistant Secretary, respectively, of Bremen Bank and Trust Company, personally known to me to be the same persons whose names are subscribed in the foregoing instrument as such President and Assistant Secretary, respectively, appeared before me this day in person and being first duly sworn by me severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth, and the said Assistant Secretary, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 28th day of July, 1986.

Edith M. Kelen  
Notary Public

SUBSCRIBED and SWORN to  
before me this \_\_\_\_ day  
of July, 1986.

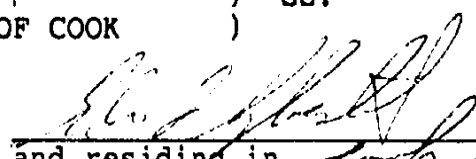
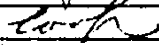
\_\_\_\_\_  
Notary Public

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STATE OF ILLINOIS     )  
                              ) SS:  
COUNTY OF COOK        )

I, , a Notary Public, in and for and residing in  County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM STOECKER, an individual, personally known to me to be the same person whose name is subscribed in the foregoing instrument appeared before me this day in person and being first duly sworn by me severally acknowledged that he has signed and delivered the said instrument as his free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 27 day of July, 1986.

  
Notary Public

SUBSCRIBED and SWORN to  
before me this \_\_\_\_ day  
of July, 1986.

\_\_\_\_\_  
Notary Public

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## LEGAL DESCRIPTION

LOT 2, EXCEPT THE EAST 17 FEET THEREOF, IN BLOCK 39 IN  
A.T. MCINTOSH'S ADDITION TO MIDLOTHIAN FARMS BEING A  
SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4  
AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, THE  
WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 33/80THS OF  
THE EAST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP  
36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 15020 SOUTH CICERO AVENUE  
OAK FOREST, ILLINOIS 60452

PERMANENT TAX NUMBER: 28-09-404-022, VOLUME 25.

DEPT-01 RECORDING \$18.30

T#3333 TRAN 7883 07/30/86 13:16:00

#3183 #A \*-86-324756

COOK COUNTY RECORDER

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EXHIBIT A

1800  
MAIL

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Property of Cook County Clerk's Office

10/10/2014

10/10/2014