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1420-1422 E. 53RD ST., CHICAGO, IL 1401-1409 E. 53RD ST., CHICAGO, IL :2#

PROPERTY ADDRESS:

PARCEL 2: 20-11-416-601 PARCEL 1: 20-11-410-020 PERMANENT INDEX NOS:

OBLAND PARK, IL 60462 62 ORLAND SQUARE DRIVE THIS DOCUMENT PREPARED BY:
DAVID T. COHEN, ATTORNEY AT LAW

security for the Mote. Mote, Mortgage and in all other instruments constituting term, coverant and condition of Borrower contained in the The performance and discharge of each and every

tor the Kute; and B. The payment of all other sums with interest inercon becoming due and payable to Assignee under the provisions of the Mortgage and all other instruments constituting security for the Ext.

eucompetind the Premises; and NO/100 DOLLARS (\$1,510,000.00) ("Note") and scarred by a certain MORTGAGE AND SECURITY AGREEMENT AND PINANCING STATEMENT ("Mortgage") of Borrower of even date hirewith. A. The payment of the indebtedness (including any extensions and renewals thereof) evidenced by a certain PROMISSORY NOTE of Borrower of even date herewith in the principal sum of ONE MILLION PIVE HUNDREDTSY THOUSAND AND world som of ONE MILLION PIVE HUNDREDTSY THOUSAND AND world som of ONE MILLION PIVE HUNDREDTSY THOUSAND AND world som of ONE MILLION ("Note") and wented by a

This Assignment is made for the purposes of securing:

Premises. quarantys, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "Leases") and all renty, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises Assignce all right, title and interest of the Assignor and Assignce all right, title and interest of the Assignor and Assignce all right, title and interest of the Premises of the Premises of including those leases described on the SCHEDULE OF LEASES (including those leases described on the SCHEDULE OF LEASES (in all future leases hereinafter part hereof together with all future leases hereinafter entereof together with all future leases hereinafter entereof together with all future leases hereinafter entereof together with all future leases and all entereof together with all future leases, and all entereof into by any leason aftering the premises, and all quarantys, amendments, extensions and renewals of said leases sell, transfer, resign, convey, set over and deliver unto Assignor. for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, the

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described. no least or equitable interest in the Premises hereinafter the helicial interest under said Trust Agreement, but has Beneficiary owns one hundred percent (100%) of "ASE Onor". CO., whose mailing address is 5501 W. 79th St., Burbank, 11 inois, 60459, (hereinafter called "Assignee"). Borrower and Seneficiary are hereinafter collectively called the Illinois, 60532, (hereinafter collectively called "Beneficiary", whether one or more) to FORD CITY BANK & TRUST 60532 , a ioniff Partnership, W. William LUXION, ALBERT A. JOHNSON, JOHN R. TRIMBERGER, RICHARD ROOK, NORMAN J. EALLONARDO, WILLIAM T. LUXION, SYLVESTER E. KANZLER, ROBERT M. STONE and CHARLES S. KIPP, whose mailing address is 3033 Ogden Avenue, Lisle, Allonardon, Strandardon, Stra

> (BOKKOMEK VND BENELICIVEX) YESTCHKENT OF RENTS AND LEASES

Loan No.

70-40-249 Dz

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Assignor covenants and agrees with Assignee as follows:

- 1. That there is no present lease of the Premises not listed on the SCHEDULE OF LEASES (if one is attached hereto).
- 2. That the sole ownership of the entire landlords' interest in the Leases is vested in Borrower or Beneficiary, or both of them. Borrower and Beneficiary have not, and each shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases except an assignment or pledge securing the Indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (d) make any lease of the Premises except for actual occupancy by the tenant thereunder.
- 3. That each of those Leases listed on the SCHEDULE OF LEASPS (if one is attached hereto) are valid and enforceable in accordance with its terms and none has been altered, modified, amended, terminated, cancelled, renewed or surrencement nor has any term or condition thereof been waived in any marker whatsoever, except as heretofore approved in writing by Assignee.
- 4. That none of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered nor shall any term or condition thereof be waived without the prior written approval of the Assignee, which approval shall not be unreasonably withheld.
- 5. That there is no default now existing under any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill and perform each and every covenant and condition of each of the Leases by the landford thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed.
- 6. That Assignor shall give proupt notice to Assignee of each notice received by Assignor or any of them claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.
- 7. That each of the Leases shall be decred to remain in full force and effect irrespective of any mercer of the interest of any landlord and any tenant under any of the Leases.
- 8. That, without Assignee's prior written consent in each case, Assignor will not suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent.
- 9. That this Assignment is absolute and is effective immediately; however, until notice is sent by Assignee to the Assignor in writing that an event of default has occurred under the Note or under any other instrument at any time constituting security for the Note (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

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10. That if any event of default occurs at any time under the Note, Mortgage, Loan Agreement or any other instrument constituting additional security for the Note, Assignee may (at its option after service of a Notice) receive and collect when due all such rents, income and receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits until such event of default is cured and during the pendency of any foreclosure proceedings, and (if there is a deficiency) during the redemption period (if any).

- That Beneficiary hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor (from and after the service of a Notice) to demand, collect, receive and give complete acquittances for any and all rents, ir come and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or in the name of Beneficiary or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignee, or to such mominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Leases. All present and future tenants are expressly relieved of all duty, liability or obligation to Assignor and each of them in respect of all payments so made to Assignee or such nominee.
- That after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it recessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts or Assignor and each of them relating thereto, and may exclude the Assignor and its agents and servants 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 service of a Notice) without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all indebtedness and liability of Borrower to Assigner, including but not limited to: (a) the payment of taxes, special assessments, 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 (b) principal and interest payments due from Borrower to Assignee on the Note and the Mortgage; all in such order and for such time as Assignee may determine.
- That 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 any landlord under any of the Leases. Assignee does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor or any of them under any of the Leases.
- That Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or

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damage including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases.

- 15. That this Assignment shall not operate co 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 observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, or for any dangerous 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 of death to any tenant, occupant, licensee, employee or stranger.
- 16. That Assignee may: (a) take or release other security; (b) release any party primarily or secondarily liable for any of the indebtedness secured hereby; (c) grant extensions, renewals or indulgences with respect to such indebtedness; and (d) apply any other security therefor held by Assignee to the satisfaction of such indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or ander any other security given to secure the indebtedness secured hereby.
- 17. That Assignee may, at its option although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor and each of them, and all monies expended in so doing shall be chargeable to the Borrower, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the indebtedness secured hereby, and shall be immediately due and payable.
- 18. That 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 covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.
- 19. That the rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Note and all instruments constituting security for the Note, and at law and in equity.

If any provision contained in this Assignment or its application to any person or circumstances is to any extent invalid or unenforceable, the remainer of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above-stated addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

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The term "Assignor", "Assignee", "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

THIS ASSIGNMENT is executed by Borrower, 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 each of the undersigned hereby warrant that each possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothin, herein contained shall be construed as creating any liability on Borrower or any of them personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNES: DEEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

MARRIS BANK OF NAPERVILLE, as Trustee under Trust Agreement dated March 20, 1986 and known as Trust No. 4760

BY:

Mark E Rice, V.P. & Trust Officer

ATTEST:

Ungmin Lupfer
Virginia Lupfer, Trust Administrator

WIL-PREDS PARTNERS, a GENERAL PARTNERSHIP

RY.

W. WILLIAM JUXTON

ALBERT A. JOHNSON

JOHN R. TRIMBERGER

RICHARD ROOK

NORMAN J. EALLONARDO

WILLIAM T. EUXION

Sylvester E. KANZLER

ROBERT M. STONE

SYLVESTER E. KANZLER

CHARLES S. KIPP

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W. WILLIAM LUXION

ALBERT A. JOHNSON

FICHARD ROOK

NORMAN J. EALLONARDO

SYLVESTER E. KANZLER

CHARLES S. KIPP

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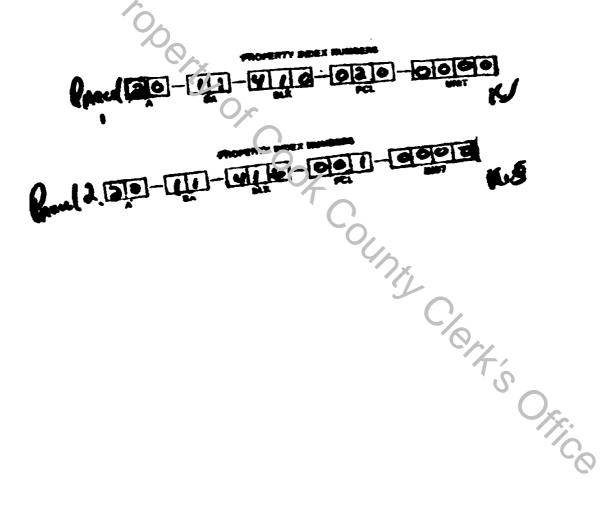
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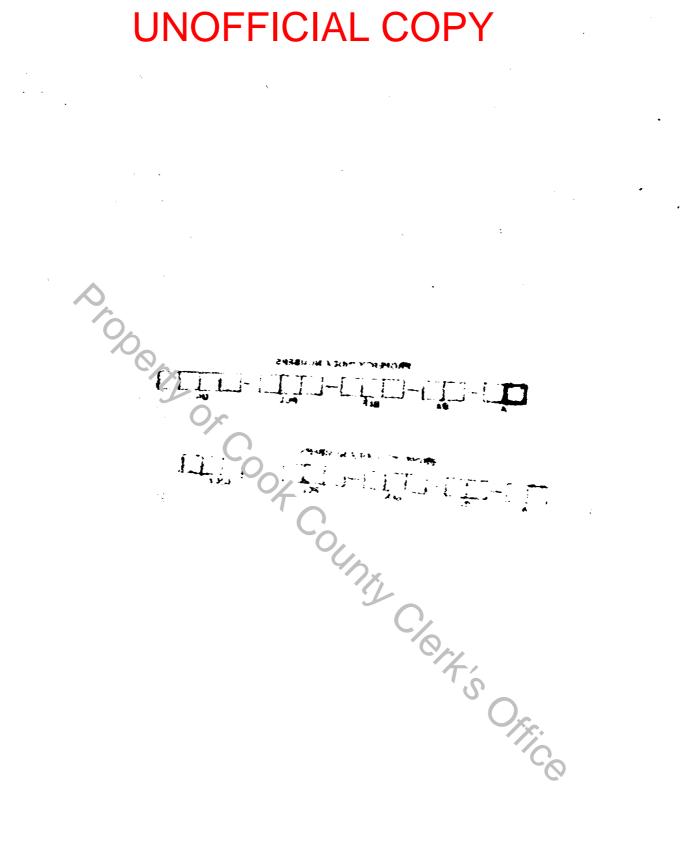
EXHIBIT "A" ATTACHED TO AND MADE A PART OF THAT CERTAIN ASSIGNMENT OF RENTS AND LEASES DATED JULY 22, 1986 BY AND BETWEEN HARRIS BANK OF NAPERVILLE, AS TRUSTEE UNDER TRUST NO. 4760, AS BORROWER, AND FORD CITY BANK & TRUST CO., AS ASSIGNEE.

PARCEL 1: Lots 10, 11, 12 and the West 1/2 of Lots 7, 8 and 9 in Block 22 in Hyde Park, in the South East 1/4 of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Lots 16, 17 and 18 (except the East 50 feet of said Lots) in Block 29 in Hyde Park, in the South East 1/4 of the East 1/2 of the North East 1/4 of Section 11, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.



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STATE OF ILLINOIS)) SS DuPage

the undersigned , a Notary Public in and for the said County, in the State aforesaid, DO HEREBY Mark E. Rice
er, and Virginia Lupfer
, of Harris Bank Naperville CERTIFY that V.P. & Trust Officer, and as Trust Admn. known as Trust No. 4760, who are personally known to me to be the same persons whose markets be the same persons whose names are subscribed to the foregoing instrument as such <u>v.p. & T.O.</u> and <u>Trust Administrator</u>, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their first signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Admin. for the uses and purposes therein set forth; and said Trust Administrator did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said. voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

or Cook Colling Clerk's Office SIVEN in er my hand and notarial seal this ___29th day of

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I, n and for and residing foresaid, DO HEREBY CER	, a Notary Pub g in said County, in the Sta RTIPY that
ames are subscribed to t efore me this day in po igned, sealed and deliver ree and voluntary act for orth, including the rel	to me to be the same persons who he foregoing Instrument, appearers and acknowledged that the red the said Instrument as their or the uses and purposes therein a lease and waiver of the right
GIVEN under my hand a	and notarial seal this day
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SCHEDULE OF LEASES ATTACHED TO AND MADE A PART OF THAT
CERTAIN ASSIGNMENT OF RENTS AND LEASES (BORROWER AND
BENEFICIARY) DATED JULY 22, 1986 BY AND BETWEEN HARRIS BANK OF NAPERVILLE, AS TRUSTEE UNDER TRUST NO. 4760, AS BORROWER, AND WIL FREDS PARTNERS, W. WILLIAM LUXION, ALBERT A. JOHNSON, JOHN R. TRIMBERGER, RICHARD ROOK, NORMAN J. BALLONARDO, WILLIAM T. LUXION, SYLVESTER B. KANZLER, ROBERT M. STONE AND CHARLES S. KIPP, AS BENEFICIARY.

LESSEE	DATE	TRRM	GUARANTEED MINIMUM RATE	PREMISES	
VOLUME SHOE CORPORATION	06-16-86	10 YEARS	3,487.50 M \$3,847.50 PER MONTH	2,700 SQUARE FOOT STORE FRONT	
BASKIN-ROPOIN	s 6-10-9	y loyers	1524.29 minth M	1,079 SQ	FT 4
PERRYDRUGCO.	v9-20-84	20 YEARS	\$10,000.00 12 PER MONTH	2,000 SQUARE PEET	•
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a Notary Job	lic/in and for	, 196, before me, the undersigned, said state and county, personally appeared	
Norman J.	. Eallonardo	, known to me to be the person whose name su	bscribed
to the within	n instrument an	d who acknowledged that he executed the same.	
wi iness	my hand and of	ficial seal the day and year first above writte	n.
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On with with	blic in and for A. Johnson In Instrument and S my hand and of ent Expires:	said state and co , known to me d who acknowledge ficial seal the d	Notary Public	eared see name subscribe he same. Ove written.
My Appointm 4/24/8	ent Expires:		Care State Notary Public	

STATE OF Illinois
COUNTY OF DuPage

on , 1960, before me, the undersigned, a Notary Public in and for said state and county, personally appeared John R. Trimberger , known to me to be the person whose name subscribed to the within instrument and who acknowledged that he executed the same.

WITNESS my hand and official seal the day and year first above written.

My Appointment Expires:

Notary Public

October Columnia Clerks

Office

STATE OF Illinois COUNTY OF DuPage On On All A , 1986, before me, the undersigned, a Notary Public in and for said state and county, personally appeared Sylvester E. Kanzler , known to me to be the person whose name subscribed to the within instrument and who acknowledged that he executed the same. WITNESS my hand and official seal the day and year first above written. Coot County Clark's Office My Appointment Expines:

WITNESS my hand and official seal the day and year first above written.

My Appointment Expires:

Notary Public

Or Colling Clarks Office

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STATE OF Illinois DuPage COUNTY OF On 22 July , 19 PG before me, the undersigned, a Notary Public in and the sayof state and county, personally appeared (known to me to be the person whose name subscribed Charles S. Kipp to the within instrument and who acknowledged that he executed the same. WITNESS my hand and official seal the day and year first above written. Of Coot County Clark's Office My Appointment Expires:

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v			Charles Charle	
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COUNTY OF	DuPage	1			
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STATE OF

Illinois

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COUNTY OF

DuPage

on 33 hd, 1986 before me, the undersigned, a Notary Public in and for said state and county, personally appeared Robert M. Stone, known to me to be the person whose name subscribed to the within instrument and who acknowledged that he executed the same.

WITNESS my hand and official seal the day and year first above written.

My Appointment Expites:

-Or Cook County Cooks Office