

# UNOFFICIAL COPY

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## ASSIGNMENT OF RENTS

Lakeside Bank, as Trustee under a Trust Agreement dated August 18, 1986, and known as Trust No. 10-1197, and not personally (hereinafter called the "undersigned"), in order to further secure the Liabilities of the undersigned, does hereby sell, assign and transfer unto Lakeside Bank ("Assignee") 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 of any agreement for the use or occupancy of the Premises located in Cook County, State of Illinois, described on Exhibit A (the "Premises") attached hereto, or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers herein granted. It is the intention of the parties to this Assignment of Rents to establish an absolute transfer and assignment of all the said leases and agreements and all avails thereof, to Assignee, and the undersigned does hereby irrevocably appoint Assignee as the undersigned's true and lawful attorney in the undersigned's name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties, at such rental and upon such terms, in Assignee's discretion as Assignee may determine, and for Assignee to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represents and agrees that no rents have been or will be paid by any person in possession of any portions of the Premises for more than one installment in advance and that the payment of rents has not been or will not be waived, released, reduced or discounted or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees that the undersigned will not further assign any of the rents, issues or profits of the Premises except with the prior written consent of Assignee.

Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by the undersigned.

MAIL TO: ✓

Prepared by J. TURNER  
527 S. WELLS ST CHICAGO 60607

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## ASSIGNMENT OF RENTS

Lakeland Bank as Trustee under a Trust Agreement dated August 18, 1986, and known as Trust No. 10-1191, and not personally (hereinafter called the "underwriter"), in order to further secure the liabilities of the underwriter, does hereby assign and transfer unto Lakeland Bank ("Assignee") 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 of any premises, and the occupancy of the premises located in \_\_\_\_\_ County, State of Illinois, described on Exhibit A and "Premises" attached hereto, or any part thereof, which may hereafter be or may be hereafter made or added to or which may be made or added to by Assignee under the power herein granted. It is the intention of the parties to this Assignment of Rents to give Assignee an absolute transfer and assignment of all the rents and agreements and all avails thereof, to Assignee, and the underwriter does hereby irrevocably appoint Assignee as the underwriter's true and lawful attorney in the underwriter's name and behalf to or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises, to any and all persons or upon such terms, in any and all instances, as Assignee may determine, and let Assignee collect all of the avails, rents, issues and profits arising from or accruing to any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing in which any premises are or are to be used, with the same rights and powers and subject to the same immunities, exemptions of liability and rights of recourse and indemnity as Assignee would have under a lease or assignment of the premises pursuant to the provisions hereinafter set forth.

The underwriter, Assignee and agents thereunto have done or will be paid by any person in payment of any portion of the Premises for more than one installment in accordance with the payment of rents has not been or will not be waived, released, reduced or discharged or otherwise diminished or compromised by the underwriter. The underwriter agrees that the right of set-off against any person in possession of any portion of the Premises. The underwriter agrees that the underwriter will not further assign any of the rents, issues and profits of the Premises except with the prior written consent of Assignee.

Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" or the holder of the right of actual possession of the Premises or the underwriter as the provisions hereinafter contained. In the event of any foreclosure proceedings granted hereunder, no liability shall be incurred or entered against Assignee, and all such liability shall be satisfied and released by the underwriter.

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Handwritten signatures and notes at the bottom of the page, including a date stamp "MAY 10 1987".

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The undersigned further agrees to assign and transfer to Assignee all existing and future leases upon all or any part of the Premises and to execute and deliver, immediately upon the request of Assignee, all such further assurances and assignments as Assignee shall from time to time require.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon Assignee herein until and unless a default shall occur in the payment of the Liabilities or in the performance or observance of any of the representations, warranties, promises, terms, conditions or agreements of any instrument now or at any time securing the Liabilities and nothing herein contained shall be deemed to affect or impact any rights which Assignee may have under any other instrument which secures or is delivered in connection with the Liabilities.

In any case in which under the provisions of the Mortgage made by the undersigned in favor of Assignee recorded immediately prior to this Assignment of Rents, Assignee has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods, if any, whether before or after institution of legal proceedings to foreclose the lien thereof, or before or after sale thereunder, immediately upon demand of Assignee, the undersigned agrees to surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises or any part thereof personally, or by Assignee's agents or attorneys, and Assignee in Assignee's discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned, or then owner of the Premises relating thereto, and may exclude the undersigned, the undersigned's agents or servants, wholly therefrom and may as attorney-in-fact or agent of the undersigned or in Assignee's own name and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by Assignee's agents or attorneys, with full power to use such measures, legal or equitable, as in Assignee's discretion or in the discretion of Assignee's successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forceable detainer and actions in distress of rent. The undersigned grants Assignee full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would

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The undersigned further agrees to assign and warrant to Assignee all existing and future leases upon all or any part of the premises and to execute and deliver immediately upon the request of Assignee, all such further assignments and warranties as Assignee shall from time to time require.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon Assignee herein until and unless a default shall occur in the payment of the liabilities or in the performance or observance of any of the covenants, conditions, warranties, promises, terms, conditions or agreements of any instrument now or at any time hereafter made or to be made, and nothing herein contained shall be deemed to affect or impair any rights which Assignee may have with respect to any instrument which secures or is believed to secure in connection with the liabilities.

In any case in which under the provisions of the Mortgage made by the undersigned in favor of Assignee, it is intended that Assignee shall have a right to institute foreclosure proceedings, whether before or after the liabilities are declared to be in default, due or overdue, or of notice and grace periods, if any, shall have expired, institution of legal proceedings or foreclosure of the lien thereof or before or after sale thereof, immediately upon demand of Assignee, the undersigned agrees to execute and deliver to Assignee and Assignee shall be entitled to take actual possession of the premises or any part thereof, personally or by Assignee's agents or attorneys, and Assignee in Assignee's discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the premises, together with all the furniture, books, records, papers and accounts of the undersigned, or their owners or the undersigned, and may exclude and remove therefrom any and every thing of value or service, whether personal and real or personal in fact or part of the undersigned or in Assignee's possession, and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, in any respect, either personally or by Assignee's agents or attorneys, with full power to use such resources, legal or equitable, as in Assignee's discretion or in the discretion of Assignee's agents or attorneys may be deemed proper or necessary to enforce the payment of security of the realty, personal, tangible and intangible of the premises, including actions for the recovery of rent, actions in foreclosure and actions in distress of rent. The undersigned gives Assignee full power and authority to exercise each and every of the aforesaid powers and powers herein granted as any and all times hereafter, with full power to the undersigned, and with full power to cancel or terminate any lease or address for any cause or on any ground which would

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entitle the undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof. The undersigned hereby grants Assignee the full power and authority to make necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious to Assignee, in Assignee's discretion. The undersigned hereby grants Assignee the full power and authority to insure and reinsure the Premises for all risks, incidental to Assignee's possession, operation and management thereof and to receive all such avails, rents, issues and profits. At Assignee's option, the subject mortgage may hereafter be made either subordinate or paramount to any such lease.

Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises, and the undersigned shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which Assignee may or might incur under any such leases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements or in the defense of any claims or demands arising prior to Assignee taking possession of the Premises. The undersigned hereby agrees to immediately reimburse Assignee upon demand for any amount due Assignee by reason of this paragraph, including costs, expenses and legal fees incurred by Assignee.

Assignee, in the exercise of the rights and powers conferred upon Assignee by this Assignment of Rents shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

(a) To the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Assignee and Assignee's agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), to establish reserves for claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Premises, including the cost from time to time of installing.



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replacing refrigeration, gas or electric appliances therein, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable;

(d) To the payment of any Liabilities (first to interest and then to principal).

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

"Liabilities" means all obligations of the undersigned to Assignee for payment of any and all amounts due under the aforesaid Mortgage, the Note secured by the aforesaid Mortgage and of any indebtedness, or contractual duty of every kind and nature of the undersigned or any guarantor of the aforesaid Note to Assignee, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise. Liabilities also includes all costs of collection, legal expenses and attorneys' fees incurred or paid by Assignee in attempting the collection or enforcement of the aforesaid Note, any guaranty of the aforesaid Note, or any other indebtedness of the undersigned or any guarantor of the aforesaid Note to Assignee or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the aforesaid Note. Liabilities includes all of the indebtedness or contractual duties of partnerships to Assignee created or arising while the undersigned or any guarantor of the aforesaid Note may have been or may be a member of those partnerships.

It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the above described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted therein.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns of the undersigned, and any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to Assignee's successors and assigns, including all holders, from time to time, of the aforesaid Note.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the above described Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force





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and effect until the payment and discharge of any and all of the Liabilities and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues and profits of the Premises, or by the undersigned, or until such time as this instrument may be voluntarily released by Assignee. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the Liabilities are fully satisfied before the expiration of any applicable period of redemption.

In the event this Assignment of Rents is executed by a corporate land trustee, then this Assignment of Rents is executed by the undersigned, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this Assignment of Rents or the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.

This Assignment of Rents has been made, executed and delivered to Assignee in Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Assignment of Rents shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment of Rents are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment of Rents.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Rents to be signed on the 25th day of August, 1986.

LAKESIDE BANK,  
As Trustee Under A Trust Agreement  
Dated August 18, 1986, and  
known as Trust No. 10-1197 AND  
NOT PERSONALLY

By James T. Collins  
Its: VICE - PRESIDENT & TRUST OFFICER

ATTEST: Fred W. Hawk  
Its: Assistant Secretary

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and effect until the payment and discharge of any and all of the liabilities and all bills incurred by virtue of the authority conferred herein have been fully paid out of the assets, profits and income of the premises, or by the undersigned, or otherwise, as this instrument may be voluntarily released by Assignee. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the liabilities are fully satisfied before the expiration of any applicable period of redemption.

In the event this Assignment of Rents is executed by a corporate land trustee, then this Assignment of Rents as executed by the undersigned, not personally, but as trustee in the state of Illinois, and insofar as said trustee is concerned, is hereby held out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other instrument or guaranty from time to time securing payment hereof, no personal liability shall be assessed or be enforceable against the undersigned, as trustee, because of its record of this instrument of Rents on the making, issue or transfer thereof, and such personal liability of said trustee, if any, being expressly waived in any manner.

This Assignment of Rents has been made, executed and delivered to Assignee in Chicago, Illinois and shall be a valid and enforceable instrument with the laws of the State of Illinois. Wherever possible, each provision of this Assignment of Rents shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment of Rents are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment of Rents.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Rents to be signed on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOT HERETOFORE KNOWN AS TRUSTEE HEREIN AND DATED August 18, 19\_\_\_\_ AS TRUSTEE UNDER A Trust Agreement  
LASSERSON BANK

BY \_\_\_\_\_  
ATTORNEY AT LAW  
IN THE CITY OF CHICAGO, ILLINOIS

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STATE OF ILLINOIS

COUNTY OF COOK

I, Ma. Jesusa C. Foronda, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James T. Collins, of Lakeside Bank, an Illinois Banking Corporation, and Fred W. Hawk of said corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE - PRESIDENT & TRUST OFFICER and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, affixed the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of August, 1986.

Ma. Jesusa C. Foronda  
NOTARY PUBLIC

My Commission Expires: My Commission Expires Mar. 3, 1990

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STATE OF ILLINOIS

COUNTY OF COOK

I, Myself, a Notary Public in and for said County, in the State aforesaid, do hereby certify that James T. Collins an Illinois Banking Corporation, and Ed W. King of said corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE - PRESIDENT & TREASURER and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they intended to deliver the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustees for the use and purposes therein set forth; and that said ASSISTANT SECRETARY acknowledged that he, as executed at the corporate seal of said corporation, affixed the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee for the use and purposes therein set forth.

Given under my hand and notarial seal this 17th day of August, 1936.

NOTARY PUBLIC

My Commission Expires:

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EXHIBIT A

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## LEGAL DESCRIPTION

10338-48 SOUTH WESTERN  
CHICAGO, ILLINOIS

LOTS 12, 13, 14 AND 15 IN BLOCK 1 IN ARTHUR DUNAS BEVERLY HILLS  
MANOR SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 13,  
TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

- P.I.N. 24-13-208-028-0000 *lot 12*
- 24-13-208-029-0000 *lot 13*
- 24-13-208-030-0000 *lot 14*
- 24-13-208-031-0000 *lot 15*

*MC*

DEPT-01 RECORDING

\$16.

T#3333 TRAN 7273 08/28/86 15:51:00

#2234 #A \*-04-382884

COOK COUNTY RECORDER

Property of Cook County Clerk's Office

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*16.00*

MAIL

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LEGAL DESCRIPTION

10338-48 SOUTH WESTERN  
CHICAGO, ILLINOIS

LOTS 12, 13, 14 AND 15 IN BLOCK 1 IN ANTIUR QUADRE BEVERLY HILLS  
MAJOR SUBDIVISION OF PART OF THE NORTH EAST END OF SECTION 12,  
TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

24-13-508-038-0000 10412

24-13-508-032-0000 10413

24-13-508-030-0000 10414

24-13-508-031-0000 10412

W

COOK COUNTY RECORDER  
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OF 15.31 08180180 5757 WART 55551  
02 618

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