# BIX 257 UNOFFICIAL COPY 7

COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S)

\$17.00

This Assignment is made September 1, 1987 between HARRIS BANK HINSDALE, a national banking association, as Trustee under a Trust Agreement dated July 27, 1987 and known as Trust L-1660 (hereinafter referred to as "Assignor") and LAKE VIEW TRUST AND SAVINGS BANK, an Illinois banking corporation, having an office at 3201 N. Ashland Avenue, Chicago, TL 60657 (herein referred to as "Assignee").

#### WITNESS:

Whereas, Assignor is indebted to Assignee in the principal amount of \$1,425,000 together with interest thereon from and after the date hereof at the rates provided in that Mortgage Note ("Mortgage Note"), of even date herewith;

WHEREAS, Assignor, to evidence and secure the loan indebtedness, has executed and delivered a Mortgage of even date herewith, to secure said Mortgage Note on certain real estate in the County of Cook, State of Illinois, legally described on Exhibit "1" attached hereto and made a part hereof, including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belong, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

WHEREAS, Assignor is or may be the Lessor (or the Assignee of Lessee) under certain oral or written Leases of all or part of the Mortgaged Premises involving the above described real property;

WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan.

NOW, THEREFORE, Assignor, for good and valuable considerations, receipt of which is hereby acknowledged, does collaterally, bargain, sell, transfer, assign, corvey, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said Mortgage Note, the Mortgage, and any and all amendments, extensions, and renewals thereof, the above described lease and all other Leases affecting the Nortgaged Premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment and all amendments, extensions, and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents and other income which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use of the Mortgaged Premises, it being intended hereby to establish collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Premises unto Assignee, with the right but without the

# UNOFFICIAL COPY (CA. \*\*)

COUNTERED AND FOUND OF THE SEC (8) AND HERE'S).

\$17.00

This Assignment is the supplication, 1987 between Riller Bank HINSOALE, a matismal state of a supplication, and Trustee four a Trust example of the supplication and Trust by the four and trust being the referred to us "Assignment for the UKEN VIEW TRUST AND SAVIEWE DATE, the Lilinois hanking acquestion, swing as office as 3241 W. Association Avenue, Chicago, II 60007 (because to ap "Assignment).

#### :0 0 8 8 7 6 8

WHEREAR, Assignor in isabited to Assignos in the principal amount of \$1,400,000 test to interest thereon from and albertag date hereof or the rates provided in that we to approve ("Mortgertgage force"), of even outseless.

WHEREAG, Assigner, to diskable land ascure the land tidebtourness, her executed and delivered a Montgrass of averdance the increasing the control of the second and delivered a Montgrass of averdance in the control of the land of the l

MIEREAM, Aumidonom se de vez de the Londor (or the Ashighed at Leaned) under compain deal or the London of all or part of the Mortgaged Premises involving the above described real property:

WEEKIAS. Asciped the coupling the Assignment hereinstian code.

the receipt to the solutions, for quod and valuable considers them the receipt to the solutions, solutions, solutions, solutions are considered to the solutions of the considered and solutions of the solutions of the payment of the solutions of the solutions of the described by the solutions of the payment and generalized of the solutions of the the terms of the translations of the theorem and all the solutions of the translations of the theorem and all the solutions of the translations of the transla

# 37542227

## UNOFFICIAL COPY,

obligation, upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

Subject to and in accordance with the terms of the Mortgage and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Mortgaged Premises, and at its direction to file any claim or take any other action or proceeding and make any settlement of any claim. either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other Upon the occurrence of an Event of Default amounts herein assigned. under the aforesaid Mortgage or Mortgage Note, the Lessees of the or any part thereof, are hereby expressly Mortgaged Premises, authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such nominee as Assignee may designate in writing, delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents assigned hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Mortgage and this Assignment at any and all times hereafter, without notice to Assigner, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor to Assignee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Mortgage Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any

obsigntians again the courtrate of an algebra to the following and early again the construction of the construction of the deadly as a state of the property of the deadly as a court of the deadly against the construction of the deadly against the deadly agains

security of the artist of the artist with our construction of the ord factor of the construction of the co

the come with this case are assembly filled states Control of the State of State is a secondary or proper to enforce ends. I 🗶 (1980 – 6 falislige) symplikari — particular programment prompted on the term of the term of the second one of the second one. The term of the and the two of temperature temperature for the control of American was in comand good attack but neomy Clad assertions Absance of the following properties of the following properties of the second particular and the second of the second particular and the second part Apple dals transpleas of solate. Anadric trather are transpleas to the last year. Le care transpleas the last transpleas the property of the care of t propagation and collecting the collection of the collection of the collection and the est francisca in grifficall for their tarks of the backs is eliment i del sit<mark>ambiguaç</mark> entre sucre uneltant la celasificación de la colonia. or market rate is the server by the contract of នេះ នេះ ស្រុកស្រុកក្រៅ ពេទ្ធភា ព្រះស្រុកស្រីសស្តា នៃស្រុកសម្រិត្តិសុខ សុខសុខ សុខសុខ សេចស្រែស្រីសិន្តិសិន្តិ eddir. The etc., which is the employ of the end of the control of the employed of the end of the en to the Maridan on the water and three way into a first of a first wind had as od no videnostro uz os risquies apubito - se ribaito peli vo pas p<mark>aconq</mark> The relate rookly was to recitopited one to the vec year of earlied

of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which may or might be incurred by it under said 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 obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and condicions of any of the Leases, or for any waste of the Mortgaged Premises by the Lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in [u]l the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary in the ordinary course of business, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

of the Lagran and deep not request any of the limitation in connection with or stising, or growing out of the covenants and agreements of Acelgaar in the Lasses and Assigner covenance and agrace that it will inchivity profers all of the chiliquitons imposes utermobal of the lames and hereby agreed to like bus you robust Assigned and to hold it burgies are any liability, long, or damage. which may or might be incurred by in under said Feases or by readou of this eastynamen, and rown may and all claims and desirade whatsoever, which any is usereich agreed Assignee by reason of any and analysis of the order to again to be pure on the part to persons on discharge any of the tetta, caves his or agreements contained in any of the lacees, it is a factor assentated that this Assignment that not, until Assigned the place respensibility for the occess, care, menagosent or regular or the Mortgaged Preumers, or rects virtual, upon Assignou nor chart it contains to subs State of the chart in a contains out. A new at the terms and contains of the terms of the same of the same of the same and other party, or the law and discussed or the terms of the same and Freeisea, or to any neglection (other than the newlegence of Assignoe and its smeather, in the same perant, upkeep, repair, or control of said Europeau Providers resulting in the lose of injury or death to any Lease, licerous, amineri result in of diseb

Any angusts collected berrussist by Assignee which are in excess of those applied to pay in fit the aforesid liabilities and indebredness at the time due that be promptly paid to Assignor.

Example the stime of the terms of the bases of beards effect from time to the line, of except for increases in the remeat required to be pain by the terms unlessees thereundar and event to the causes of the example, etc., necessary in the example, or white each terms of the bases of the called the bases, or these the remainder of the bases of the called modify, assent, or these the called terms of the bases of the bases of the terms of the terms of the bases of the consent of permitted in the terms there are intentionally saive any obligation required to be performed to the bases without the prior written consent of he signary of the called the sairned of the called the surrendar thereof, except in accept a surrendar thereof, except in accept a servendar the consent of the permitted under the provision of the therefore or treater as my directly or anticeptly a vary of the permitted under the provision of the called any lasses therefore, and althoughers to define the consent termination of therefore, copied of any lasses therefore, each netices of default faculted, copied of any and all demands, châics and netices of default faculted by it from any lesse under any lesse and assigned.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Mortgage Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Mortgage Note, or the aforesaid Mortgage, Assignor shall have the license and right to collect is the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Mortgage Note, or the aforesaid Mortgage of this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all egreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the Mortgage. Any Iessee of the Mortgaged Premises, or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance, and any payment so make prior to receipt of such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Mortgage Note, the aforesaid Mortgage, or this Assignment) and directed to pay Assignor the security deposit set forth in its Leases and monthly payments for real estate taxes, insurance and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

This instrument is being executed and delivered concurrently with the Mortgage Note, and the aforesaid Mortgage, to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

the second for each form of the control of the cont

wis the line, programme of the distribution of the control of the

All loopers then are the first of the same of substitutions of some and the construction and the same of the same

This restricted in the eventual delivered on delivered occurs restrictly with the source of the series of the source of the source of the source of the source of the conditions of the conditions of the conditions, proceeding, procedure, principally of the Assigner, procedure, see the conditions of the Assigner, and Assigner, respective hairs, executions administrations, seem out on the entire.

# UNOFFICIAL COPY 5 7 5 4 2 2 2 7

IN WITNESS WHEREOF, HARRIS BANK HINSDALE, a national banking association, not personally, but as Trustee as aforesaid, has caused these presents to be signed, all as and on the day, month, and year first above written.

HARRIS BANK HINSDALE, a national banking association, not individually, but as Trustee aforesaid under Trust L-1660.

BY: Jand Trust Officer

ATTEST:

Its VICE PRESTORNO

This instrument prepared by: William B. Weidenaar One North LaSalle Street Chicago, Illinois 60602

This document is made by the HARRIS BAN'K Hinsdale as Trustee and accepted upon the express uncorstanding that the HARRIS BANK Hinsdale enters into the same not personally, but only as Trustee and trust no personal liability is assumed by nor shall be asserted or enforced against the HARRIS BANK Hinsdale because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the HARRIS BANK Hinsdale be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.

personal forms that is comparable back of the last temperature by Reserve on the analysis of the second of the second year and the second There's being a been a first the contract of t tirek eleve sovela derit

petaga indojam s (\*1848) in Vivi simon sommer's activity the principle of the control of the section of constant and the control of the control

LINE COMPANY OF THE PARTY OF THE PARTY OF

:TEETTA

profile instrument, ordered and aldr WALLiam W. Weidenary towns with Lasatin Park and Chicago, Miliaria : 140:

TO COOK COUNTY CONTECO the story meet in the lightly HAMPIS BANK Hiraduk rebout exorgan set his or finishing in the colorest sa erith a table of the control of the 可能 2m 专用品格文。实现分 of eletronic Albertage A STANSON OF THE ACT be Carried and 抗抗激激素,100mm。 White glass was first to be a local contract of the property to character and to the to continue to be dought to this electronical, within courtebook, or implied. -

State of Illinois )
County of DuPage )

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Kay M. Olenec, who is Vice President of Harris Bank Hinsdale, National Association and Janet Hale, who is Land Trust Officer of the same corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Land Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation for the uses and purposes therein set forth; and they then and there acknowledged that they, as custodians of the corporate seal, affixed the corporate seal to the foregoing instrument as their free and voluntary act and as the free and voluntary act of the corporation, for the uses and purposes therein set forth. Given under my hand and seal this 9th day of Streemder.

Muse M. Brann Negary Public

"OFFICIAL SEAL"
Janice M. Brann
Notary Public, State of Illinois
My Commission Expires 11/3/90

FILED FOR RECORD

State of Minner. County of hopens

I, the andorsigned, a rander Public is and too anti-Lounty, in the expressor littlesis, do receive article that have interest about a vice Presidence of Elemannian Preside

0E -2 14 5 33

10

# UNOFFICIAL COPY 3 7 5 4 2 2 2 7

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED BY BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4 AND RUNNING THENCE NORTH 88 DEGREES, 16 MINUTES, 50 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 1339.12 FEET TO THE EAST LINE OF SAID WEST 1/2 OF SAID NORTHWEST 1/4; THENCE SOUTH 1 DEGREE, 09 MINUTES, 35 SECONDS WEST ALONG SAID EAST LINE, 880.20 FEET TO A LINE OF MONUMENTATION AND OCCUPATION; THENCE SOUTH 88 DEGREES, 16 MINUTES, 50 SECONDS WEST ALONG SAID LINE AND PARALLEL WITH SAID NORTH LINE OF THE NORTHWEST 1/4, 1336.67 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 1 DEGREE, 00 MINUTES, 00 SECONDS EAST ALONG SAID WEST LINE, 880.08 FEET TO THE PLACE OF BEGINNING, EXCEPT THE SOUTH 1/0 FEET OF THE NORTH 50 FEET THEREOF HERETOFORE CONVEYED TO THE COUNTY OF COOK DEPARTMENT OF HIGHWAYS IN SCHAUMBURG TOWNSHIP, COOK COUNTY, ITLINOIS.

COMMONLY KNOWN AS:

SOUTHEAST CORNER WISE AND RODENBURG ROADS, SCHAUMBURG, IL

PERMANENT INDEX NOS .:

07-33-100-005-0000 Quantity Colors (Colors (Co

Service of the servic

大学を見てくれ