

ASSIGNMENT OF INSTALLMENT AGREEMENT

THIS ASSIGNMENT OF INSTALLMENT AGREEMENT (this "Assignment") is made as of the <sup>21<sup>st</sup></sup> day of <sup>August</sup> ~~August~~, 1987 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated March 14, 1984 and known as Trust No. 60540 (the "Trust"), OAK CREEK INVESTORS PARTNERSHIP, an Illinois limited partnership, and sole beneficiary of the Trust ("Beneficiary"; the Trust and the Beneficiary are collectively referred to as the "Assignor"), and FIRST NATIONAL BANK OF LINCOLNSHIRE, a national banking association ("Assignee").

WHEREAS, Assignor and Oak Creek Venture, an Illinois limited partnership ("Purchaser") have heretofore entered into that certain installment Agreement for Trustee's Deed or Assignment of Beneficial Interest dated as of November 30, 1985, as modified by letter agreement dated December 3, 1985 (said Installment Agreement and letter agreement are collectively referred to as the "Installment Agreement"), which Installment Agreement provides for the sale by Assignor and the purchase by Purchaser of the property described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Assignor is the maker of that certain promissory note of even date herewith in favor of Assignee in the amount of \$760,000.00 (the "Note"), which Note is secured by, among other things, that certain mortgage, assignment of leases and rents, security agreement and financing statement dated of even date herewith encumbering the Property (the "Mortgage"); and

WHEREAS, to further secure the Note and the Liabilities (defined herein as defined in the Mortgage), Assignor has agreed to collaterally assign its interest under the Installment Agreement to Assignee.

NOW, THEREFORE, in consideration for the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, sets over and pledges to Assignee, its successors and assigns, and grants to Assignee, its successors and assigns, a continuing security interest in and lien upon all right, title, and interest of the Assignor (but not its duties and obligations) in, to, and under the Installment Agreement. The parties further agree as follows:

1. The Assignor shall collect all amounts due with respect to or on account of the Installment Agreement as and when such amounts become due, including, without limitation, the taking of such action with respect to such collections as Assignee may deem advisable. Assignor hereby agrees that, promptly upon request of Assignee, it will, at any time after a Default (defined below), execute and deliver any and all documents and instruments directing the Purchaser or the Collection Escrowee (defined herein as defined in the Installment Agreement) to make direct payments to Assignee of any and all amounts due or to become due the Assignor under the Installment Agreement. Assignor also agrees that Assignee may at any time surrender, release or exchange all or any part of the Installment Agreement, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto.

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LAND TITLE COMPANY

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2. The Assignor hereby grants to Assignee an irrevocable power of attorney to endorse, after a Default, in the name of the Assignor, any item, howsoever received by Assignee, representing any payment on or other proceeds or products of the Installment Agreement and to execute any document or instrument or take any action Assignee deems reasonably necessary or appropriate for the collection and enforcement of the Installment Agreement. The Assignor expressly agrees that such power of attorney is coupled with an interest.

3. The Assignor (a) will execute such financing statements and other documents (and pay the costs of filing and recording the same) and execute such other documents and instruments and do such other acts and things, all as may be necessary or as Assignee may from time to time request, to establish and maintain a valid, perfected security interest in the Installment Agreement (free of all other liens, claims and rights of third parties whatsoever) to secure the payment and performance of the Liabilities; (b) will furnish Assignee such information concerning the Installment Agreement as Assignee may from time to time reasonably request; (c) will not, without prior written approval of Assignee, enter into any modification, amendment or supplement, or execute any waiver, extension, renewal or other agreement with respect to the Installment Agreement; (d) will, in case of Default, reimburse Assignee for all expenses, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Assignee in seeking to collect or enforce any rights hereunder or under the Installment Agreement; and (e) shall fully perform its obligations as the seller under the Installment Agreement.

4. The Assignor shall promptly provide Assignee with a copy of any and all notices, documents and other communications that it sends, delivers or receives with respect to or otherwise relating to the Installment Agreement.

5. The occurrence of any of the following shall constitute a Default hereunder:

- (a) A default by Assignor of any of its obligations under the Installment Agreement and a failure to cure such default within the time period allowed pursuant to the Installment Agreement;
- (b) Assignor's failure to pay any amounts due and owing Assignee hereunder within seven (7) days after due;
- (c) Assignor's failure to perform any obligation or covenant contained herein with respect to insuring the Property and the continuation of such failure for ten (10) days after notice thereof from Assignee to Assignor;
- (d) Assignor's failure to perform any of the other covenants or agreements of Assignor herein set forth, and the continuation thereof for thirty (30) days after notice thereof from Assignee to Assignor, provided that if such default can not be cured within thirty (30) days, Assignor shall have an additional thirty (30) days to cure such default if and only if Assignor shall commence such cure within such thirty (30) days and shall thereafter diligently and without delay prosecute such cure to completion; or
- (e) A Default (defined herein as defined in the Note) under the Note;

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(f) A Default (defined herein as defined in the Mortgage) under the Mortgage; or

(g) A default under any of the Related Agreements (defined herein as defined in the Mortgage).

Whenever a Default shall be existing, Assignee may exercise from time to time any and all rights and remedies available to it in equity, at law or otherwise, including, without limitation, any right or remedy under the Note (including, without limitation, the right to accelerate the Note), the Mortgage, and the Related Agreements. No delay on the part of Assignee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Assignee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy, but all rights and remedies of Assignee hereunder, and under the Note, the Mortgage, and the Related Agreements shall be cumulative, and may be exercised concurrently if Assignee so elects.

6. Neither Assignee, nor any director, officer, employee, or agent of Assignee, shall be liable for any action to be taken or admitted to be taken by it or them hereunder or in connection herewith. The Assignor hereby agrees to reimburse Assignee, on demand, for all expenses incurred by Assignee in connection with the administration and enforcement of this Assignment and agrees to indemnify and hold harmless Assignee from and against any and all liabilities, losses, damages, and costs of any kind whatsoever paid or incurred by Assignee hereunder in connection herewith.

7. This Assignment is intended only as security for the Liabilities. Anything herein to the contrary notwithstanding, (a) the Assignor shall be and remain liable under the Installment Agreement to perform all of the obligations to any other party assumed by it thereunder, and (b) Assignee shall have no obligation or liability under the Installment Agreement by reason or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to perform or fulfill any of the obligations of the Assignor under or pursuant to the Installment Agreement.

8. All notices to be given or received hereunder shall be given and received pursuant to the provision in the Note relating to notices. This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. This Assignment may not be amended, modified, waived or terminated, except by an instrument in writing duly signed by both parties. This Assignment shall be construed in accordance with the internal laws of the State of Illinois. Whenever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by or invalid under applicable law, such provision 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. This Assignment shall be construed as a security agreement and as a financing

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ASSISTANT

statement under the Uniform Commercial Code in effect in the State of Illinois.

IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the date first above written.

ASSIGNOR:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated March 14, 1984, and known as Trust No. 60540

ATTEST:

By: [Signature]  
Name: E. JOHANSEN  
Title: ASSISTANT SECRETARY

By: [Signature]  
Name: J.M. Whelan  
Title: SC

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as trustee, and all the covenants and conditions to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO shall be deemed to be performed by the trustee and not personally, and the trustee shall be deemed to be acting in this capacity against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, by reason of any of the covenants, statements, representations or warranties contained in this instrument.

OAK CREEK INVESTORS PARTNERSHIP, an Illinois general partnership

By: CFMS-1, an Illinois general partnership, a general partner

By: [Signature]  
Carl M. De Faria, Partner

By: [Signature]  
Franklyn W. Robbins, Partner

By: [Signature]  
Mark J. Marinello, Partner

By: [Signature]  
Shelli Z. Rosenberg, Partner

By: OAK CREEK INVESTORS, LTD., an Illinois limited partnership, a general partner

By: [Signature]  
William E. Huml  
General Partner

Address:  
15 Spinning Wheel Road  
Suite 8  
Hinsdale, Illinois 60521

Address:  
One Marriott Drive  
Lincolnshire, Illinois 60015

ASSIGNEE:

FIRST NATIONAL BANK OF LINCOLNSHIRE

By: [Signature]  
Vice President

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INDEX



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This document was prepared by  
and after recordation should be  
mailed to:

Glen R. Cornblath, Esq.  
Sachnoff Weaver & Rubenstein, Ltd.  
30 South Wacker Drive  
Suite 2900  
Chicago, Illinois 60606



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DEPT-01 RECORDING \$29.50

142222 TRN 2503 10/21/87 19:27:00  
02467 H 19 87-568284

COOK COUNTY RECORDERS

*20 mail*

**-87-568284**

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STATE OF ILLINOIS  
COUNTY OF COOK  
CLERK OF COURTS

Property of Cook County Clerk's Office

2000-00-00

2000-00-00

2000-00-00

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Adriana Duran, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Carl M. De Faria, personally known to me to be a partner of CFMS-1, a general limited partnership organized and existing under the laws of the State of Illinois, a general partner of OAK CREEK INVESTORS PARTNERSHIP, a general partnership organized and existing under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said general partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of October, 1987.

Adriana Duran  
Notary Public

My Commission expires:

{SEAL}

10-3-87

\* \* \* \* \*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Adriana Duran, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Franklyn W. Robbins, personally known to me to be a partner of CFMS-1, a general limited partnership organized and existing under the laws of the State of Illinois, a general partner of OAK CREEK INVESTORS PARTNERSHIP, a general partnership organized and existing under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said general partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of October, 1987.

Adriana Duran  
Notary Public

My Commission expires:

{SEAL}

10-3-87

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Adriana Quain, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mark J. Marinello, personally known to me to be a partner of CFMS-1, a general limited partnership organized and existing under the laws of the State of Illinois, a general partner of OAK CREEK INVESTORS PARTNERSHIP, a general partnership organized and existing under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said general partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of October, 1987.

Adriana Quain  
Notary Public

My Commission expires:

[SEAL]

10-3-87

\* \* \* \* \*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Adriana Quain, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Sheli Z. Rosenberg, personally known to me to be a partner of CFMS-1, a general limited partnership organized and existing under the laws of the State of Illinois, a general partner of OAK CREEK INVESTORS PARTNERSHIP, a general partnership organized and existing under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such she signed and delivered the said instrument pursuant to authority, as her free and voluntary act, and as the free and voluntary act and deed of said general partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of October, 1987.

Adriana Quain  
Notary Public

My Commission expires:

[SEAL]

10-3-87

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Assessor

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Alexine Quora, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William E. Huml, personally known to me to be the general partner of Oak Creek Investors, Ltd., a limited partnership organized and existing under the laws of the State of Illinois, a general partner of OAK CREEK INVESTORS PARTNERSHIP, a general partnership organized and existing under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, as the free and voluntary act and deed of said limited partnership, and as the free and voluntary act and deed of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of October, 1987.

Alexine Quora  
Notary Public

My Commission expires:

[SEAL]

10-3-87

\* \* \* \* \*

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, SHARON ZUKOWSKI, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES PETERSEN, personally known to me to be the VICE President of First National Bank of Lincolnshire, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President he signed and delivered the said instrument as Vice President of said association, pursuant to authority given by the Board of Directors of said association as his free and voluntary act, and as the free and voluntary act and deed of said association for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of October, 1987.

Sharon Zukowski  
Notary Public

My Commission expires:

"OFFICIAL SEAL"  
[SEAL]  
Sharon Zukowski  
Notary Public, State of Illinois  
My Commission Expires 5/16/90

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11/20/2019

COOK COUNTY CLERK'S OFFICE  
11/20/2019





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EXHIBIT A

Description of the Land

PARCEL 1:

The East 740 feet of the West 790 feet of the South 64.50 feet of the North 1/2 of the South West 1/4 of the South West 1/4 of Section 16, and the East 740 feet of the West 790 feet of the South 1/2 of the South West 1/4 of the South West 1/4 of Section 16 (except the East 245 feet of the West 763 feet of the South 210 feet of said South West 1/4 of the South West 1/4); also, the East 333 feet of the West 1123 feet of the South 272.30 feet of said South West 1/4 of the South West 1/4 of Section 16 (excepting from the above that part taken for highway purposes in 159th Street), all in Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Perpetual non-exclusive easement appurtenant to and for the benefit of Parcel 1 for ingress and egress and for the passage and parking of vehicles and the passage and accommodation of pedestrians in, to, over and across the "Common Area" as defined and as created by Declaration of Reciprocal Easements dated January 2, 1980 and recorded February 27, 1980 as Document Number 25375404.

Permanent Index Numbers:

28-16-302-006  
28-16-302-007  
28-16-302-008  
28-16-302-010

Common Address:

159th Street and Central Avenue  
Oak Forest, Illinois

126/58

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11/15/2014

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