



# UNOFFICIAL COPY

THIS AGREEMENT shall be governed by the laws of the State of Illinois. The parties hereto intend to be bound by the law of the State of Illinois and not by the law of any other jurisdiction.

WITNESSED my hand and the seal of the County of Cook, Illinois, this 1st day of January, 2011.

FOR VALUE RECEIVED, I, the undersigned, do hereby grant, assign, transfer, convey and sell over to the Assignee all of the right, title and interest of Assignor in and to all of the real, personal and mixed property of Assignor, including but not limited to the following: (i) all of the real property described in the attached Schedule A, (ii) all of the personal property described in the attached Schedule B, (iii) all of the mixed property described in the attached Schedule C, and (iv) all of the other property described in the attached Schedule D.

WITHOUT LIMITING THE COMPREHENSIVENESS OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

1. Assignor hereby grants, assigns, transfers, conveys and sells over to Assignee all of the right, title and interest of Assignor in and to the real, personal and mixed property of Assignor, including but not limited to the following: (i) all of the real property described in the attached Schedule A, (ii) all of the personal property described in the attached Schedule B, (iii) all of the mixed property described in the attached Schedule C, and (iv) all of the other property described in the attached Schedule D. The Assignor warrants that the property described in the attached Schedules is the property of the Assignor and is free from all liens, claims, mortgages, judgments, attachments, seizures, replevin proceedings, garnishments, and other legal claims or encumbrances of any kind, whether known or unknown, in law or in equity, and that the Assignor has the right, title and interest in and to the property described in the attached Schedules and is authorized to execute this Agreement and the attached Schedules.

2. The Assignor warrants that the property described in the attached Schedules is the property of the Assignor and is free from all liens, claims, mortgages, judgments, attachments, seizures, replevin proceedings, garnishments, and other legal claims or encumbrances of any kind, whether known or unknown, in law or in equity, and that the Assignor has the right, title and interest in and to the property described in the attached Schedules and is authorized to execute this Agreement and the attached Schedules.

3. The Assignor warrants that the property described in the attached Schedules is the property of the Assignor and is free from all liens, claims, mortgages, judgments, attachments, seizures, replevin proceedings, garnishments, and other legal claims or encumbrances of any kind, whether known or unknown, in law or in equity, and that the Assignor has the right, title and interest in and to the property described in the attached Schedules and is authorized to execute this Agreement and the attached Schedules.

4. The Assignor warrants that the property described in the attached Schedules is the property of the Assignor and is free from all liens, claims, mortgages, judgments, attachments, seizures, replevin proceedings, garnishments, and other legal claims or encumbrances of any kind, whether known or unknown, in law or in equity, and that the Assignor has the right, title and interest in and to the property described in the attached Schedules and is authorized to execute this Agreement and the attached Schedules.

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- (c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and in the Note ~~and Mortgage~~ contained.

2. Assignor represents and agrees that (a) Assignor is lessor under the Existing Leases, in each case either directly or as successor in interest to the named lessor thereunder; (b) the Existing Leases are not in default; (c) Assignor is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whatsoever except subject to this Assignment; and (c) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred.

3. Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Premises, including, without limitation, specific assignments of any lease or agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect and not specifically defined herein as an Existing Lease, as may be necessary or desirable, in the opinion of Assignee, to constitute the same an Existing Lease hereunder.

4. This Assignment shall in no way operate to restrict or present the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the ~~MORTGAGE~~ Note.

5. The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under the Existing Leases.

6. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

7. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

8. The Assignee shall assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note ~~and Mortgage~~ for which this Assignment of Rents and Leases is given as additional security.

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(a) The assignee shall be bound by all the terms and conditions of the assignment, and the assignor shall be relieved of all liability in respect of the assignment. The assignor shall be bound by all the terms and conditions of the assignment, and the assignee shall be relieved of all liability in respect of the assignment.

(b) The assignee shall be bound by all the terms and conditions of the assignment, and the assignor shall be relieved of all liability in respect of the assignment. The assignor shall be bound by all the terms and conditions of the assignment, and the assignee shall be relieved of all liability in respect of the assignment.

(c) The assignee shall be bound by all the terms and conditions of the assignment, and the assignor shall be relieved of all liability in respect of the assignment. The assignor shall be bound by all the terms and conditions of the assignment, and the assignee shall be relieved of all liability in respect of the assignment.

(d) The assignee shall be bound by all the terms and conditions of the assignment, and the assignor shall be relieved of all liability in respect of the assignment. The assignor shall be bound by all the terms and conditions of the assignment, and the assignee shall be relieved of all liability in respect of the assignment.

(e) The assignee shall be bound by all the terms and conditions of the assignment, and the assignor shall be relieved of all liability in respect of the assignment. The assignor shall be bound by all the terms and conditions of the assignment, and the assignee shall be relieved of all liability in respect of the assignment.

(f) The assignee shall be bound by all the terms and conditions of the assignment, and the assignor shall be relieved of all liability in respect of the assignment. The assignor shall be bound by all the terms and conditions of the assignment, and the assignee shall be relieved of all liability in respect of the assignment.



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9. It is understood that the Assignment of the existing Leases and of the rents, issues and profits of and from the Premises as effected hereby is an absolute assignment which is effective as at the date hereof and, upon demand by Assignee to the Lessee, under any Existing Lease or to any person liable for any of the rents, issues and profits of and from the Premises or any part thereof, such Lessee or person liable for any of such rents, issues and profits shall, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing under such Existing Lease or any other instrument or agreement, oral or written, giving rights to an obligation to pay rents, issues or profits in connection with the Premises.

10. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Note ~~XXXXXXXXXX~~ contained, Assignee shall not demand from Lessees under Existing Leases or other persons liable therefor, any of the rents, issues and profits hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual, all such rents, issues and profits from the Premises and the Existing Leases and to retain and enjoy the same; provided that notwithstanding the provisions of this Section 10, all Lessees under Existing Leases and all other persons liable for rents, issues and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment of Rents and Leases without regard to whether or not the same is made in compliance with this Section 10.

11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby ~~XXXXXXXXXXXXXXXXXX~~ or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note ~~XXXXXXXXXX~~ contained, and the expiration of any period of grace, if any, with respect to any such default as provided for in the Note ~~XXXXXXXXXX~~ contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify leases (including Existing Leases), fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises or the protection thereof or the enforcement of Assignee's rights hereunder or under the Note ~~XXXXXXXXXX~~; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional indebtedness secured hereby. Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine.

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The entering upon and taking possession of the Premises, the collection of rents, issues and profits, the exercise of any of the rights herein above specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Note. ~~XXXXXXXXXX~~

12. Any tenants or occupants of any part of the Premises (including, without limitation, all persons claiming any interest as lessee under the Existing Leases) are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note ~~XXXXXXXXXX~~ or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Assignment of Rents and Leases shall be drawn to the exclusive order of the Assignee.

13. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Existing Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the Existing Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the Lessee under any lease or any other party, 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 or death to any tenant, licensee, employee or stranger.

14. The Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Existing Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Existing Leases. Should the Assignee incur any such liability, loss or damage under the Existing Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

15. The Assignee has not received nor been transferred any security deposited by any Lessee with the Lessor under the terms of the Existing Leases and the Assignee assumes no responsibility or liability for any security so deposited.

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The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada.

11. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada.

12. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada.

13. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada.

14. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada, and that the same is a true and correct copy of the original as the same appears in the records of the County of Clark, Nevada.



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16. Assignor will not modify, change, alter, supplement, amend, surrender or accept surrender of any Existing Leases without Assignee's prior written consent.

17. Assignor has not, and will not, accept rent in advance under any Existing Leases or other agreement or lease of all or any part of the Premises excepting only monthly rents for current months which may be paid in advance.

18. Assignor shall cause this Assignment to be served upon the Lessee under each Existing Lease and, at Assignor's sole cost and expense, to cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises.

19. Upon payment in full of all indebtedness secured hereby, this Assignment of Rents and Leases shall become and be void and of no effect.

20. This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein who shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee. The term "Existing Leases" shall refer to the lease or leases described in Exhibit "B" hereto, whether one or more than one.

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This Assignment is executed by Assignor solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreement herein or in said Note contained, either expressed or implied; all such liability, if any, being expressly waived and released by the ~~mortgagee~~ or holder or holders of said Note and by all persons claiming by, through or under said ~~mortgagee~~ or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Assignor shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Assignor, as such Trustee, is not entitled to receive any of the rents, issues or profits of or from said trust property, and this instrument shall not be construed as an admission to the contrary.

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17. The assignment shall be subject to the terms and conditions set forth in the assignment agreement and any amendments thereto. The assignment shall be subject to the terms and conditions set forth in the assignment agreement and any amendments thereto.

18. The assignor shall warrant that the assignment is being made for the purpose of the assignment and that the assignor has the right to assign the same. The assignor shall warrant that the assignment is being made for the purpose of the assignment and that the assignor has the right to assign the same.

19. The assignor shall warrant that the assignment is being made for the purpose of the assignment and that the assignor has the right to assign the same. The assignor shall warrant that the assignment is being made for the purpose of the assignment and that the assignor has the right to assign the same.

20. This assignment shall be subject to the terms and conditions set forth in the assignment agreement and any amendments thereto. The assignment shall be subject to the terms and conditions set forth in the assignment agreement and any amendments thereto.

21. The assignor shall warrant that the assignment is being made for the purpose of the assignment and that the assignor has the right to assign the same. The assignor shall warrant that the assignment is being made for the purpose of the assignment and that the assignor has the right to assign the same.

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IN WITNESS WHEREOF, the Assignor has executed this Assignment of Rents and Leases as of the day, month and year first above written.

CHICAGO TITLE AND TRUST COMPANY  
AS TRUSTEE UNDER TR. AGMT. DTD.  
10/19/71, a/k/a Tr. No. 58521

Susan Becker  
ASST. VICE PRESIDENT

Attest:

Lynda S. Davis  
Assistant Secretary

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the Assessor has caused this  
Certificate of Sale and Deed to be printed and  
signed by him on this day, month and year  
above written.

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AS THE OTHER THING OF THE  
1850, 1860, 1870, 1880, 1890, 1900

Property of Cook County Clerk's Office



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EXHIBIT "A" 7 5 7 4 5 7 1

The Premises, as that term is used in the foregoing Assignment of Rents and Leases, includes the following:

Unit No. 7B in Warwick Apartments Condominium, as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

Lots 23, 24, 25, 26, 27, and the South 6-1/2 feet of Lot 28 in Block 2 in the Catholic Bishop of Chicago's Lake Shore Drive addition to Chicago in the North Fractional half of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to declaration made by Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated August 4, 1975, and known as Trust Number 1066550 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 23238931, as amended by Document No. 23288161; together with an undivided 1.6371 per cent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units as defined and set forth in said declaration and survey) all in Cook County, Illinois.

Commonly known as Unit 7B in Warwick Apartments Condominium  
1501 N. State Parkway  
Chicago, Illinois

PIN # 17-03-100-013-1014

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EXHIBIT "A"

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and witnesses, as that term is used in the foregoing  
assignment of power and lesser, includes the following:

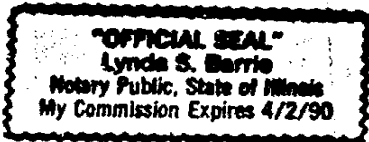
To give the full effect of the foregoing, it is hereby  
declared that the following is the true and correct  
copy of the original instrument as the same is  
now on file in the office of the Notary Public  
for the County of Cook, State of Illinois, and  
that the same is a true and correct copy of the  
original instrument as the same is now on file  
in the office of the Notary Public for the County  
of Cook, State of Illinois.

STATE OF ILLINOIS, }  
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO  
HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of  
the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the  
same persons whose names are subscribed to the foregoing instrument as such Assistant  
Vice President 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 act and as the free and voluntary act of said Company for the uses and purposes  
therein set forth; and the said Assistant Secretary then and there acknowledged that said  
Assistant Secretary, as custodian of the corporate seal of said Company, caused the corpo-  
rate seal of said Company to be affixed to said instrument as said Assistant Secretary's own  
free and voluntary act and as the free and voluntary act of said Company for the uses and  
purposes therein set forth.

Given under my hand and Notarial Seal

Date SEP 29 1987



*Lynda S. Barrie*  
Notary Public

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**EXHIBIT "A"**

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The Existing Leases, as that term is used in the foregoing Assignment of Rents and Leases, includes the following:

All of the rents, issues and profits now due and which may hereafter become due, whether during or after the term of our Note, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said property heretofore or hereafter made or agreed to, it being the intention of the Assignor to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

Property of Cook County Clerk's Office

IN WITNESS WHEREOF  
I have hereunto set my hand and the seal of said County  
at Chicago, Illinois, this 10th day of October, 1987.



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DEPT-01 RECORDING \$17.25  
#2222 TRAN 9932 10/23/87 14:01:00  
#2458 # B \*-87-574571  
COOK COUNTY RECORDER

19 mail

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The following information is provided for your information and is not intended to constitute an offer of insurance or any other financial product. Please consult your agent for more information.

All of the information contained herein is for informational purposes only and should not be relied upon for any legal or financial decision. The information is provided as a service to our clients and is not intended to constitute an offer of insurance or any other financial product. Please consult your agent for more information.

**RETURN TO:**  
**MANUFACTURERS BANK**  
1200 NORTH ASHLAND AVENUE  
CHICAGO, ILLINOIS 60622



Cook County Clerk's Office

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