

ASSIGNMENT OF LEASES AND RENTS

For the purpose of further securing the Note dated October 29, 1987 made by Marquette National Bank as Trustee under Trust Agreement dated January 25, 1975 as Trust #6736 payable to Westbank/Naperville in the principal amount of Four Hundred Fifty Thousand and No/100 Dollars (\$ 450,000.00) secured by a Mortgage and Assignment of Beneficial Interest bearing even date with said Note, whereby Marquette National Bank as Trustee under Trust Agreement Dated January 25, 1975 as Trust #6736 conveyed to the Westbank/Naperville

an Illinois banking corporation, the real estate described in Exhibit A hereto as well as securing the performance of Borrower's covenants under a Security Agreement and Guaranty of even date with the Note, and in the consideration of the making by Westbank/Naperville

(hereinafter called the "Bank"), of the loan evidenced by said Note, the undersigned does hereby assign, transfer and set over unto the Bank all the right, title and interest of the undersigned in, to and under all leases of any and every kind, whether written or verbal, now or hereafter existing with respect to said real estate or any part thereof, together with all rents accrued and to accrue and all other rents at any time arising out of said real estate; hereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said Note or said Mortgage or this Assignment. This Assignment shall remain in full force and effect until all indebtedness secured by said Mortgage has been paid in full.

The undersigned does further hereby covenant and agree with the Bank that until said indebtedness has been paid in full the undersigned, upon the Bank's request, will furnish it true copies of all leases and will make, sign and deliver to the Bank such other and additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any time arising out of said real estate.

Until the Bank shall notify the lessee or lessees under any lease or leases of said real estate that there has been a default under said Note or said Mortgage or this Assignment, such lessee or lessees shall be entitled to pay such rents as they become due to the undersigned.

In the event of any default under said Note or Mortgage or this Assignment, the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the names of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under any lease, or leases, and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, but the Bank shall not be responsible for the performance of any of the covenants of the

First American Title Order # C 19857

Ref 2

87585432

UNOFFICIAL COPY

03280103

PROPERTY OF CLERK AND HEIR

Faint, mostly illegible text covering the majority of the page, likely representing a legal document or court record. The text is mirrored and appears to be bleed-through from the reverse side of the paper.

Property of Cook County Clerk's Office

PROPERTY OF CLERK AND HEIR

03280103

UNOFFICIAL COPY

8 7 5 8 5 4 3 2

lessor or lessors of the lessee or lessees in said lease or collection of such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Assignment of Leases and Rents

If the Bank shall negotiate or transfer said Note, it may assign all its rights, title and interest hereunder to the holder or transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the terms "the undersigned" shall be taken to refer to each and all of the signers. Dated this 27th day of October, 19 87

Marquette National Bank, not personally but as Trustee under Trust #6736

By: Anne M. Scheurer
Vice President

Attest: Joyce Schreiner
Assistant Secretary

87585432

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

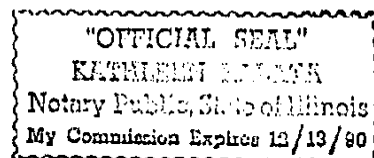
KATHLEEN

I, (Kathy) Kalata a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Anne M. Scheurer Vice President of the Marquette National Bank, and Joyce Schreiner Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

87585432

Given under my hand and Notarial Seal this 27th day of October, 19 87

Kathleen Kalata
Notary Public



UNOFFICIAL COPY

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second block of faint, illegible text.

Third block of faint, illegible text.

Fourth block of faint, illegible text.

Fifth block of faint, illegible text.

Sixth block of faint, illegible text.

Seventh block of faint, illegible text.

Eighth block of faint, illegible text.

Ninth block of faint, illegible text at the bottom of the page.

Property of Cook County Clerk's Office

20080307

UNOFFICIAL COPY

8 7 5 0 5 4 3 2

EXHIBIT A

ATTACHED TO AND MADE A PART OF A Assignment of Leases and Rents
BY AND BETWEEN

Marquette National Bank as Trustee Under Trust Agreement
dated January 25, 1975 as Trust #6736

AND WESTBANK/NAPERVILLE

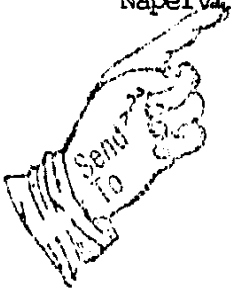
LEGAL DESCRIPTION OF PROPERTY:

Lots 16 through 20, both inclusive, in Block 12, in Central Addition to Clearing, a subdivision of the South 3/4 of the East 1/2 of the Southwest 1/4 of Section 17, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 19-17-329-041 Volume #365 *all in*
F.B.O

Prepared by:

John J. Cresto
Schillerstrom & Cresto, Ltd.
568 S. Washington Street
Naperville, IL 60540



DEPT-01 RECORDING \$13.30
#1111 FROM 9173 10/29/87 15:04:00
#1111 # 1111-505432
COOK COUNTY RECORDER

87585432

87585432

13 Mail

Property of Cook County Clerk's Office

UNOFFICIAL COPY

11/11/11

STATE OF ILLINOIS
COUNTY OF COOK
COURT OF COMMON PLEAS
IN AND FOR THE COUNTY OF COOK

Property of Cook County Clerk's Office

11/11/11

11/11/11

11/11/11