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COOK COUNTY, ILLINOIS
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ASSIGNMENT OF RENTS AND LEASES

2000

from

BANK OF RAVENSWOOD,
an Illinois banking corporation,
as Trustee under a Trust Agreement dated
August 7, 1987, and known as Trust No. 25-8729,
and not personally

and

BANK OF RAVENSWOOD,
an Illinois banking corporation,
as Trustee under a Trust Agreement dated
October 10, 1987, and known as Trust No. 25-8876,
and not personally

and

GERALD L. NUDO and ROBERT K. FRANKEL

to

THE NORTHERN TRUST COMPANY, an
Illinois banking corporation

Dated as of November 1, 1987

87648211

Permanent Tax Index Numbers:

17-15-300-020-0000
17-15-300-021-0000
632-634 South Wabash Avenue
Chicago, Illinois

17-22-106-049-0000
1526 South Wabash Avenue
Chicago, Illinois

BOX 333-GG

This Instrument Prepared by and
to be Returned After Recording to:

Alvin L. Kruse
James A. Schraidt
Seyfarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

1305204

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11/22/2014

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ASSIGNMENT OF RENTS AND LEASES

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, BANK OF RAVENSWOOD, an Illinois banking corporation, as Trustee under a Trust Agreement dated August 7, 1987, and known as Trust No. 25-8729, and not personally, and BANK OF RAVENSWOOD, an Illinois banking corporation, as Trustee under a Trust Agreement dated October 10, 1987, and known as Trust No. 25-8876, and not personally (collectively, the "Mortgagors"), in order to secure an indebtedness in the total principal sum of Five Hundred Seventy-Five Thousand and No/100 Dollars (\$575,000), executed a Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "Premises"); and

WHEREAS, the Mortgagee is the holder of the Mortgage and of the Mortgage Note of the Mortgagors of even date herewith in the principal amount of \$575,000, secured by the Mortgage; and

WHEREAS, GERALD L. MUDO and ROBERT K. FRANKEL (the "Beneficiaries"), are the sole Beneficiaries under the Trust Agreements by which each of the Mortgagors was created;

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration for the loan secured by the Mortgage, the Mortgagors and the Beneficiaries do hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power hereinafter granted, including, but not limited to, the leases described in Exhibit B attached hereto (the "Leases"), and (ii) all such leases and subleases and agreements referred to in (i) above, including, but not limited to, the Leases. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the Mortgagee, including all leases and subleases and agreements now existing upon the Premises.

The Mortgagors and the Beneficiaries do hereby further covenant and agree as follows:

Section 1. Mortgagee as Agent. The Mortgagors and the Beneficiaries do hereby jointly and severally irrevocably appoint

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the Mortgagee to be their agent for the management of the Premises, and do hereby authorize the Mortgagee to let and re-let the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or in the name of each of the Mortgagors and the Beneficiaries as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that the Mortgagors or the Beneficiaries might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

Section 2. Collection of Rents. The Mortgagors and the Beneficiaries do hereby irrevocably authorize the Mortgagee in their own names to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness to liability of the Mortgagors or the Beneficiaries to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagors, the Beneficiaries and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagors and/or the Beneficiaries to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment until after default in the payment of principal of and/or interest on the indebtedness secured by the Mortgage or until after an event of default occurs under the Mortgage, the said Mortgage Note or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period.

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Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 7. Leases of the Premises. The Mortgagors and the Beneficiaries agree that they will duly perform and observe all of the terms and provisions on the lessor's part to be performed and observed under any and all leases of the Premises, including, but not limited to, the Leases, to the end that no default on the part of the lessor shall exist thereunder, and that they will not agree or consent to, or suffer or permit, any termination, modification or amendment of any lease of the Premises, including, but not limited to, the Leases, without the prior written consent of the Mortgagee.

Section 8. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

Section 9. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 10. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 11. Construction.

(a) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to be to the Mortgagee's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made determined or given by the Mortgagee in its sole discretion.

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Section 12. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

Section 13. Execution by Mortgagors. This instrument is executed by Bank of Ravenswood, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said bank as such trustee, and it is expressly understood and agreed that nothing contained in this instrument shall be construed as creating any monetary liability on Bank of Ravenswood, with respect to the performance of any warranty or covenant, either expressed or implied in this instrument, all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security hereunder. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor of the indebtedness secured by this Assignment or any person under or by virtue of any guaranty of such indebtedness or under any of the other documents evidencing and securing such indebtedness.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of November 1, 1987.

BANK OF RAVENSWOOD, not personally but solely as Trustee under a Trust Agreement dated August 7, 1987, and known as Trust No. 25-8729

(SEAL)

By


Title: Assistant Vice President

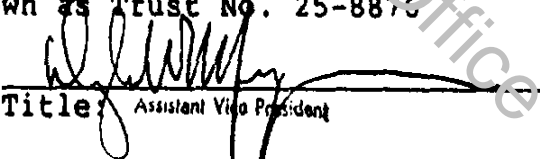
ATTEST:


Title: Land Trust Officer

BANK OF RAVENSWOOD, not personally but solely as Trustee under a Trust Agreement dated October 10, 1987, and known as Trust No. 25-8870

(SEAL)

By


Title: Assistant Vice President

ATTEST:


Title: Land Trust Officer


Gerald L. Nudo


Robert K. Frankel

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 19th day of November, 1987, by DOUGLAS W. MYERS and Eva Higl Assistant Vice President and Land Trust Officer, respectively, of Bank of Ravenswood, an Illinois banking corporation, Trustee under a Trust Agreement dated August 7, 1987, and known as Trust No. 25-8729, on behalf of said Trustee.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Jacqueline M. Knutson
"OFFICIAL SEAL"
JACQUELINE M. KNUTSON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/2/90

The foregoing instrument was acknowledged before me this 19th day of November, 1987, by DOUGLAS W. MYERS and Eva Higl Assistant Vice President and Land Trust Officer, respectively, of Bank of Ravenswood, an Illinois banking corporation, Trustee under a Trust Agreement dated October 10, 1987, and known as Trust No. 25-8876, on behalf of said Trustee.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Jacqueline M. Knutson
"OFFICIAL SEAL"
JACQUELINE M. KNUTSON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 4/2/90

The foregoing instrument was acknowledged before me this 19th day of November, 1987, by Gerald L. Nudo.

Gerald L. Nudo
Notary Public

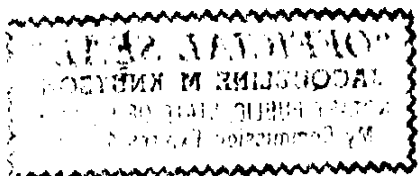
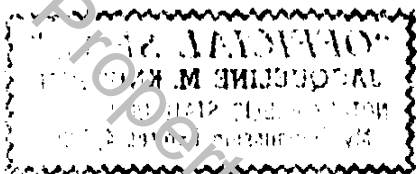
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 19th day of November, 1987, by Robert K. Frankel.

Robert K. Frankel
Notary Public

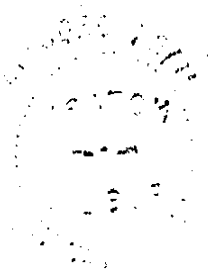
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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

Parcel 1:

The North 25 feet of the South 50 feet of Lot 8 in Block 14 in Fractional Section 15 Addition to Chicago in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

17-15-300-020-0000 EBO A

Parcel 2:

The South 25 feet of Sublot 2 in Lot 8 in Block 14 in Fractional Section 15 Addition to Chicago in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

17-15-300-021-0000 EBO A

Parcel 3:

Lot 1 in Block 26 in the Assessor's Division of the North West Fractional 1/4 of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, (except that part of said Lot 1, falling in the North 77 3/4 feet of the South 444 feet of said North West Fractional 1/4; also, except that part thereof taken for the widening of Wabash Avenue; also, except that part thereof taken for alley; also, except the West 19 feet thereof), in Cook County, Illinois.

17-22-106-049-0000

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EXHIBIT B

SCHEDULE OF LEASES

<u>Lessor</u>	<u>Lessee</u>	<u>Date of Lease</u>	<u>Premises</u>
Beneficiaries of Bank of Ravenswood Trust No. 25-8729	Homer Stull and Shirley Jean Stull d/b/a Ace Boiler	November 16, 1987	First Floor, 1526 South Wabash, Chicago, Illinois

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