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ASSIGNMENT OF LANDLORD'S INTEREST IN LEASES

TIL # LP 223154AW

DANIEL J. HYMAN, a resident of Chicago, Illinois and ALLEN B. CARTER, a resident of Highland Park, Illinois, in consideration of TEN DOLLARS (\$10.00) and other good valuable considerations paid by USAMERIBANC/CHICAGO, an Illinois banking corporation, (the "Assignee"), assigns to Assignee, all its rights, title and interest as Landlord in and to the lease or leases (the "Leases") with the Tenant or Tenants ("Tenants") described in Exhibit B, covering a portion or portions of the real estate described on Exhibit A ("Premises"), together with any extensions, modifications or renewals of the Leases, guarantees of Tenants' performances, and any further leases upon all or any part of the Premises; and together with the rent reserved in the Leases and all other rents, income, receipts, revenues, issues and profits issuing from all or any part of the Premises, whether due or to become due ("Rents").

The purpose of this assignment is to secure that certain Installment Note, and any extensions and renewals, made by Assignor, payable to the order of Assignee, dated December 31, 1986, in the principal amount of One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00) ("Note") and secured by a Trust Deed upon the premises ("Trust Deed"); the payment of any future indebtedness of the Assignor to the Assignee, evidenced by any other Notes secured by the Trust Deed or any agreement modifying, extending or consolidating the Trust Deed; and performance of every obligation, and payment of all other sums which may become due and payable, under the provisions of this Assignment or of the Note and Trust Deed. Assignee shall not enforce its right to collect rent from the Tenants, pursuant to this Assignment, until after an event of default occurs under the Note or Trust Deed.

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ASSIGNOR REPRESENTS AND COVENANTS, AS FOLLOWS:

1. Good Title. Assignor has good title to the Leases, and good right to assign the same; and no person, firm or corporation other than Assignor and the Tenants have any right, title or interest in the Lease.

2. Valid Leases. The Leases are valid, in full force and effect, and are unmodified, except as specified in Exhibit B; there are no defaults under the Leases; and no acts or omissions have occurred which would with the lapse of time or the giving of notice, or both, constitute an event of default under the Leases.

3. No Prior Assignments. Neither the Leases nor the Rents have been sold, assigned, pledged, anticipated, waived, discharged or compromised; no advance collections of Rents has been made; no further sale, assignment, pledge, anticipation, waiver, discharge or compromise of the Leases, or Rents shall be made; Rents are payable at the direction of Assignee; if Assignee directs that Rents be paid to Assignor, Assignor makes this assignment with the understanding that there shall be no interference by Assignee with the management of the Premises or the collection of Rents by the Assignor unless and until there shall have been a default in making the payment provided for in the Note or in carrying out the terms and provisions of the Trust Deed.

4. Compliance with Leases. Assignor will comply with the terms, covenants, and conditions of the Leases and, at its sole cost and expense, secure compliance by the Tenants.

5. No Lease Modifications. Without the prior written consent of Assignee, Assignor will not: modify or waive the terms and conditions of the Leases, and, without limiting the generality of the foregoing, reduce Rents or shorten the terms of the Leases;

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or consent to any cancellation of the leases or surrender of the Premises, nor to any assignment or subletting of the Premises, except where required by the terms of the Leases; any of the above action taken without Assignee's consent shall be voidable as to Assignee, at its option.

6. Right to Manage. If Assignee has given Assignor notice of default under the Note, Trust Deed or this Assignment, Assignor may, without further notice, enter upon, take possession of, manage, and operate the Premises, and generally do all things in connection with the Premises as fully as Assignor could have done.

7. No Merger. The acquisition of the Landlord's estate by the Tenant, in any manner whatsoever, shall not cause, or operate as a merger of the Tenant's leasehold estate, or the demised term, with the Landlord's estate.

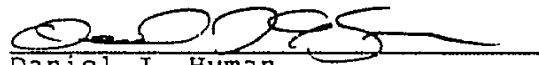
8. Duty to Defend. Assignor will appear in and defend any action or proceeding arising out of the Leases or its duties as Landlord, at its sole cost and expense; it will indemnify Assignee from all claims asserted and all liability, loss or expense incurred by virtue of the Leases or this Assignment, including costs, expenses and attorneys' fees in any action or proceeding in which Assignee may appear.

9. Further Assignments. Assignor will execute and deliver to Assignee additional assignments, upon the same terms, of any and all further leases upon all or any part of the Premises.

10. No Assumption By Assignee. Neither acceptance of this Assignment, nor the exercise of any rights granted under this Assignment, shall obligate Assignee to take any action with respect to the Leases or the Premises, nor shall Assignee be

deemed a mortgagee in possession; no act or omission of Assignee with respect to the Note, Trust Deed, this Assignment or any other security for the debt shall be deemed a waiver of any rights or remedies which Assignee may have under such instruments, or under any applicable state law.

11. Binding on Parties. This Assignment applies to, inures to the benefit of, and binds all parties, their heirs, legatees, devisees, administrators, executors, successors and assigns, all tenants, subtenants, subsequent owners of the Premises and subsequent holders of the Note and Trust Deed; all obligations of each Assignor are joint and several.


Daniel J. Hyman


Allen B. Carter

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STATE OF ILLINOIS)
COUNTY OF COOK) SS. 1987 JAN -7 PM 1:00 87009216

I, the undersigned, a Notary Public in and for the County and State shown above, DO HEREBY CERTIFY that Daniel J. Hyman and Allen B. Carter, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary acts, for the uses and purposes set forth.

GIVEN under my hand and Notarial Seal this 31st day of December, 1986.

Sharon L. Westbrook
Notary Public

My Commission Expires:
11-21-89

BOX 15

This instrument was prepared by and after recording should be returned to:
June Wojtowicz Grady
Much Shelist Freed Denenberg Ament & Eigel, P.C.
200 North LaSalle Street - Suite 2100
Chicago, Illinois 60601-1095
(312) 346-3100

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EXHIBIT A

Legal description for property commonly known as 6158 N. Milwaukee, Chicago, Illinois:

Lots 1 and 2 in Block 6 (except that part of Lots 1 and 2 in Block 6, lying between the Southwesterly line of Milwaukee Avenue and a line 21 feet Southwesterly of and parallel with the Southwesterly line of Milwaukee Avenue) in Frank Rockhold's Subdivision in the Northwest 1/4 of Section 5, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, as per Plat thereof recorded November 16, 1914 as Document 5531576.

Permanent Tax Number: 13-05-118-030 (1571) *R*
Affects: Lot 1

Permanent Tax Number: 13-05-118-031 (1572)
Affects: Lot 2

CBD

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EXHIBIT B

List of Leases:

Lease between Hendrie Associates, as Lessor, and American National Insurance Company, as lessee, from September 1, 1986 until August 31, 1991.

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Case No. 12345

Plaintiff vs. Defendant

Property of Cook County Clerk's Office

02/15/2024