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ASSIGNMENT OF RENTS

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70-91-872 - 22-Castro 5075

KNOW ALL MEN BY THESE PRESENTS, That, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but as Trustee under Trust Agreement dated April 16, 1987 and known as Trust No. 102248-06 (hereinafter referred to as "Assignor"), in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, do subject to the conditions hereof, hereby assign, transfer and set over unto FIRST INTERSTATE MORTGAGE COMPANY OF ILLINOIS, with its principal place of business located at 111 West Washington, Suite 1737, Chicago, Illinois, hereinafter referred to as "Assignee" all the rents, earnings, income, issues and profits now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of or possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said Assignor may have heretofore made, or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the power herein granted; it being the intention to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income and profits thereunder unto the Assignee herein, all relating to the real estate and premises situated in the Village of Rosemont, County of Cook, and State of Illinois, and described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

I.D. No.

10500 West Lunt Avenue
Rosemont, Illinois

19-32-201-0118

This instrument is given as additional security to secure payment of the principal sum and the interest on a certain loan for TWO MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,000,000.00) secured by Mortgage dated of even date herewith, filed in the Recorder's Office of Cook County, Illinois, conveying the real estate and premises hereinabove described; and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage have been fully paid, provided, however, that this instrument shall not take effect until a default occurs under the terms and provisions of said Note or Mortgage, and until such default, if any, the Assignor shall be entitled to the possession of, and to collect and receive the rents, issues and profits of the said above described premises, all subject, however, to the provisions of the above described Mortgage.

01-15-1988

It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon the Assignee, nor for the carrying out of any of the terms and conditions of said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the property by the tenants or any other party, or for any dangerous or defective conditions of the premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

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In the event any default occurs under the terms and provisions of said Note or said Mortgage, and the same is not cured within the time specified therein for the curing of defaults, the Assignee may, but shall not be obligated to, take over possession of said premises as the true and lawful attorney-in-fact of the Assignor, with full authority to collect rents accruing on the then existing leases of the whole or any part of said premises, to enter into new leases respecting said premises upon such terms and for such period or periods of time, and upon such conditions as the Assignee may deem fit or proper, and to operate and maintain said premises as fully as the Assignor could do if personally present.

Any rents, issues or profits received by the Assignee hereunder shall be applied on any one or more of the following items as the Assignee in its discretion shall elect:

Commission of 5% for collecting rents and making leases.

Legal expenses incurred by Assignee concerning said premises, or any matter pertaining thereto.

Taxes or assessments against said premises.

All other costs of maintenance and operation of said premises, including insurance premiums.

Principal and interest due on aforesaid loan indebtedness.

In the event the Assignee elects not to take over possession of said premises and to act as attorney-in-fact of the Assignor as provided above in the event of any default under the terms and provisions of said Note or said Mortgage, nothing herein shall be construed to prevent the institution of foreclosure proceedings as provided in said Mortgage, and during the period of redemption following foreclosure, the holder of said Note may ask for a receiver to impound the income from said premises and to apply the net proceeds thereof on the aforesaid loan indebtedness.

Any action taken hereunder by the Assignee shall not be construed as affecting in any way the right of the holder of aforesaid Note to institute foreclosure proceedings under said Mortgage at any time upon any default under the terms and provisions of said Note or Mortgage.

For the consideration aforesaid Assignor hereby expressly covenants and agrees that during the life of these presents and also during the proceedings brought to enforce said Mortgage it will not remove or cause to be removed from said described premises any of the furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind and description now or hereafter available for the use of tenants and/or the operation of said premises, in or to which the said Assignor has any right, title or interest and not to look to the Assignee but to the tenant or tenants of said premises for any damage to the same.

This Assignment of Rents is executed by the Assignor, not personally, but solely as trustee under the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Assignor hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that:

- (1) Nothing herein or in Mortgage or Other Loan Documents (as such term is defined in the Note) contained shall be construed as establishing any personal liability upon Assignor, personally, to pay indebtedness or to perform any of the terms, covenants, conditions and agreements herein or therein contained, all such personal liability being hereby expressly waived by Assignee; Assignee's only recourse

STANDARD

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- against Assignor being against Mortgaged Premises ("Mortgaged Premises") and other property given as security for the payment of indebtedness ("Other Security"), in the manner herein, in Mortgage and Other Loan Documents and by law provided;
- (2) In the event a Monetary Default or Non-Monetary Default (as such terms are defined in the Note) shall occur or upon maturity of indebtedness, whether by acceleration, passage of time or otherwise, the recourse of Assignee shall be limited to judicial foreclosure of Mortgaged Premises or the exercise of other remedies set forth herein and in Other Loan Documents and, subject to the limitations expressly set forth herein and therein, there shall be no personal liability of Assignor, the beneficiary of Assignor ("Beneficiary"), or the general or limited partners of Beneficiary ("Partners") for the payment of indebtedness; and
- (3) Except as herein, in Mortgage and in Other Loan Documents provided, Assignee shall look solely to Mortgaged Premises and Other Security upon foreclosure of the lien of the Mortgage and no deficiency judgment for indebtedness (following the application of Mortgaged Premises, Other Security and the proceeds thereof) shall be instituted, sought, taken or obtained against Assignor, Beneficiary, Partners or any successor in title to Assignor, PROVIDED THAT, nothing contained herein shall be deemed to prejudice the rights of Assignee to recover from Assignor:
- (a) all funds, damages or costs (including, without limitation, attorney's fees) incurred by Assignee as a result of fraud or material misrepresentation by or on behalf of Assignor or Beneficiary; or
 - (b) all condemnation awards or insurance proceeds which are not utilized in accordance with the terms and conditions hereof and of the Mortgage and Other Loan Documents; or
 - (c) all rents, revenues, income, issues, proceeds or profits of Mortgaged Premises held or collected by or on behalf of Assignor or Beneficiary following the occurrence of a Monetary Default or Non-Monetary Default and not applied to indebtedness; or
 - (d) all funds, damages or costs incurred by Assignee as a result of any material waste of Mortgaged Premises; or
 - (e) any and all costs, expenses, damages or liabilities incurred by Assignee, including, but not limited to, all reasonable attorney's fees, directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Mortgaged Premises of any materials, wastes or substances defined or classified as hazardous or toxic pursuant to federal, state or local laws or regulations.

Nothing contained herein or in Mortgage and Other Loan Documents to the contrary notwithstanding shall be deemed to release, affect or impair indebtedness or the rights of Assignee to enforce its remedies pursuant hereto and to Mortgage and Other Loan Documents, including without limitation, the right to pursue any remedy for injunctive or other inequitable relief.

IN WITNESS WHEREOF, said Assignor, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee aforesaid, and

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Beneficiary have executed or have caused this Assignment of Rents to be executed by its duly authorized officers this 26th day of May, 1987.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated April 16, 1987 and known as Trust No. 102248-06

By: _____

Attest: _____

STATE OF ILLINOIS)

COUNTY OF COOK)

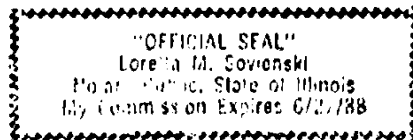
LORETTA M. SOVIENSKI

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that SUZANNE G. BAKER, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 102248-06, and T. MICHAEL WITKOWSKI, Assistant Secretary of said Association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that (she) (he), as custodian of the corporate seal of said Association, did affix the said corporate seal of said Association to said instrument as his own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 1987.

Loretta M. Sovieniski
Notary Public
MAY 26 1987

My commission expires: _____



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EXHIBIT "A"

LEGAL DESCRIPTION

That part of the North East 1/4 of the North East 1/4 of Section 32, Township 41 North, Range 12 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection with a line 33.0 feet East of and parallel with the West line of the North East 1/4 of the North East 1/4 of Section 32 aforesaid with a line 50.0 feet South of and parallel with the North line of the North East 1/4 of said Section 32; Thence East along the last described parallel line, 653.0 feet; Thence South perpendicular to said parallel line, 800.0 feet; Thence West parallel with the North line of the North East 1/4 of Section 32, aforesaid 487.80 feet to the point of beginning of the following described tract of land; Thence continuing West along said parallel line 201.00 feet to a point on a line 33 feet East of and parallel with the West line of the North East 1/4 of the North East 1/4 of Section 32 aforesaid, thence South along the last described parallel line 443.937 feet to a point on a line 33.0 feet North of and parallel with the South line of the North East 1/4 of the North East 1/4 of Section 32 aforesaid; Thence East along the last described parallel line to a point on a line drawn perpendicularly to the North line of the North East 1/4 of said Section through the herein designated point of beginning, thence North along said perpendicular line to the herein designated point of beginning all in Cook County, Illinois.

Cook County Clerk's Office

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