

**ASSIGNMENT OF RENTS AND LEASES**

This Assignment made this 6th day of December, 1988, between **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated December 1, 1988, and known as Trust Number 106965-08 (herein referred as "Assignor") and **THE EXCHANGE NATIONAL BANK OF CHICAGO**, a national banking association having its main office at 120 South LaSalle Street, Chicago, Illinois 60603 (herein referred to as "Assignee").

**WITNESSETH**

THAT WHEREAS, Assignor is justly indebted to Assignee for money borrowed in the aggregate principal sum of FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00) or such sum as may be outstanding from time to time pursuant to that certain Note of even date herewith (herein called the "Note") which Note is secured by a certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called "the Mortgage" and the terms of which Note and which Mortgage are incorporated herein by reference) upon certain property (herein called "said Property") in the County of Cook and State of Illinois, to-wit:

(See Exhibit "A" attached hereto)

NOW, THEREFORE, to secure: (a) the payment of all sums becoming due under said Note according to the tenor and effect of said Note, and all other amounts becoming due from Assignor to Assignee under the Mortgage and any other instrument given Assignee as security for said Note (said sums and other amounts being herein collectively called the "Indebtedness"); and (b) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in this Assignment of Rents and Leases, in the Mortgage, or in any other instrument given in connection with the borrowing of the Indebtedness and referred to in said Note, or the Mortgage, for good and valuable consideration, in hand paid, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the Assignor does hereby these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage, 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 undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the aforesaid Property, which leases include the following described leases and any modifications, extensions, renewals or replacements thereof:

(See Exhibit "B" Schedule of Leases, if one be attached hereto)

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Assignor under the said Note or under the Mortgage above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, as for condition

**BOX 100**

-88-564626

# UNOFFICIAL COPY

broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the Holder or Holders of the Note or the Mortgage, enter upon, take and maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment, hold, operate, manage and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said Property from time to time either by purchase, repair, or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the Indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all moneys arising as aforesaid:

- (1) To the payment of the interest from time to time accrued and unpaid on the said Note; and if any money is remaining, then
- (2) To the payment of any and all other charges secured by or created under the said Mortgage; and if any money is remaining, then
- (3) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid; and
- (4) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), and (3) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default in the payment of the Indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from said Property and to retain, use and enjoy the same.

Concerning each lease hereinabove described, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

- (1) Cancel or terminate such lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof; or accept a surrender of such lease;

# UNOFFICIAL COPY

- (2) Reduce the rent provided for in such lease; or modify such lease in any way, either orally or in writing; or grant any concession in connection with such lease, either orally or in writing;
- (3) Consent to any assignment of the interest of the tenant in the lease, or to any subletting thereof;
- (4) Accept any rent payable under the lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Assignee, shall be null and void; or
- (5) Permit any lease to come before the Mortgage and shall subordinate all such leases to the lien of the Mortgage.

Concerning each such lease, Assignor further covenants, warrants and represents that: except as heretofore disclosed in writing to Assignee, there are no defaults now existing under any such leases nor is there any state of facts which with the giving of notice or lapse of time or both, would constitute a default under any such lease and further that Assignor shall promptly notify Assignee of any notice received by Assignor claiming that a default has occurred under any such lease on the part of Assignor.

Any default on the part of Assignor hereunder shall constitute a default under the Mortgage and the Note.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this Assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatsoever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the said Property.

If the Indebtedness shall be paid in full when or before due and all the covenants, conditions, stipulations and agreements herein contained are fully performed and observed, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the second (2d) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Assignor at the address set forth below or to the Assignee at the Bank's main office set forth above or to such other address as either the Assignor or the Assignee notifies the other party in writing.

The rights and remedies of Assignee under this Assignment are cumulative and are not in

# UNOFFICIAL COPY

lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

Assignor hereby releases and waives all rights, if any, of Assignor under or by virtue of the Homestead Exemption Laws of the State of Illinois.

This Assignment shall be governed and controlled by the laws of the State of Illinois.

This Assignment is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ("Bank"), not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee or on said Bank personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successor and said Bank personally are concerned, the legal holder or holder of said Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantor.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its VP and attested by its Asst Secy the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

ATTEST:

By: [Signature]  
Its: Asst Secy

By: [Signature]  
Its: VP

STATE OF IL)  
) SS.  
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that [Signature] of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and [Signature] of said Bank, as Trustee, who are personally known to be the same persons whose names are subscribed to the foregoing instrument as such [Signature] and ASSISTANT SECRETARY, respectively, appeared before me

-88-564626

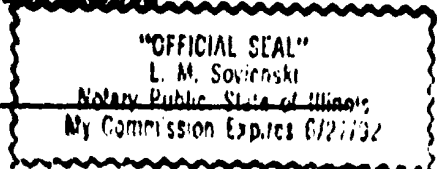
# UNOFFICIAL COPY

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, as Trustee, as aforesaid, for the uses and purposes therein set forth; and the said ~~ASSISTANT SECRETARY~~ ~~ASSISTANT SECRETARY~~ then and there acknowledged that said ~~ASSISTANT SECRETARY~~ ~~ASSISTANT SECRETARY~~ as custodian of the corporate seal of said Bank, as Trustee, did affix said seal and attest to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this DEC 8 1988 day of \_\_\_\_\_, 1988.

L. M. Sovinski  
Notary Public

My Commission Expires:



This Document Prepared By:  
David E. Zarski  
Exchange National Bank of Chicago  
120 S. LaSalle Street  
Chicago, IL 60603

Record and Return To:  
Exchange National Bank of Chicago  
120 S. LaSalle Street  
Chicago, IL 60603  
Attn: Ms. Lisa Kirk

Property of Cook County Clerk's Office

-88-564626

# UNOFFICIAL COPY

## EXHIBIT "A"

Lot 1 in Keuer's Resubdivision of Subdivision Lots 2 and 5 in the Assessor's Division of Lot 3 in Block 2 in Sheffield's Addition to Chicago, in the West 1/2 of the Southeast 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.N. 14-33-303-006

Q/R: 1959 N. HOWE  
Chicago, IL 60614

88564626

DEPT-51 \$16.00  
TRN 6025 12/07/88 12:51:00  
#0765 # 4 \* 33-564626  
COOK COUNTY RECORDER

1600