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In any case in which, under the provisions of the Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after sale thereunder, forthwith, upon demand of the Mortgagee, the undersigned agrees to surrender to the Mortgagee and the Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned, its agents or servants, wholly therefrom and may as attorney in fact or agent of the mortgagor, or in its own name as mortgagor and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements,

any other instrument herein mentioned. shall have expired, and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Note and Mortgage or by any extension thereof, and, in each instance, all applicable grace periods, if any, instrument now or at any time securing the Note or the debt evidenced thereby or observance of any of the conditions or agreements hereunder or a default in any conditions in the Mortgage or default shall be made in the performance or default shall occur in performance or observance of any of the agreements or shall be made in the payment of interest or principal due under the Note or events shall occur, which shall constitute events of default hereunder: default the rights and powers conferred upon it herein until and unless one of the following assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless one of the following events shall occur, which shall constitute events of default hereunder: default shall be made in the performance or observance of any of the agreements or conditions in the Mortgage or default shall be made in the performance or observance of any of the agreements hereunder or a default in any instrument now or at any time securing the Note or the debt evidenced thereby or by any extension thereof, and, in each instance, all applicable grace periods, if any, shall have expired, and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instrument herein mentioned.

Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless one of the following events shall occur, which shall constitute events of default hereunder: default shall be made in the performance or observance of any of the agreements or conditions in the Mortgage or default shall be made in the performance or observance of any of the agreements hereunder or a default in any instrument now or at any time securing the Note or the debt evidenced thereby or by any extension thereof, and, in each instance, all applicable grace periods, if any, shall have expired, and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instrument herein mentioned.

The undersigned further agrees to execute and deliver immediately upon the request of the Mortgagee all such further assurances and assignments in the Premises as the Mortgagee shall from time to time reasonably require.

Nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the Mortgagee all such liability being expressly waived and released by the undersigned.

(X) if so requested by the Mortgagee after default under the current leases, the undersigned or the beneficiaries of the undersigned shall enforce any one or several of the current leases and all remedies available to the undersigned against the lessee therein named.

(X) the undersigned shall not hereafter terminate, modify or amend any consent of Mortgagee and any attempted termination, modification, or amendment of said leases, or any one of them, without such written consent shall be null and void;

(X) the undersigned shall not hereafter terminate, modify or amend any consent of Mortgagee and any attempted termination, modification, or amendment of said leases, or any one of them, without such written consent shall be null and void;

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alterations, additions, betterments, and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operations and management thereof and to receive all such avails, rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises, and the undersigned shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof, or in defense of any claims or demands the undersigned agrees to reimburse the Mortgagee for the amount thereof, including direct costs, direct expenses and reasonable attorney's fees, immediately upon demand.

The Mortgagee in the exercise of the rights and powers conferred upon it by this assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of the Premises, including costs of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents), and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, establish claim for damages, if any and premiums on insurance hereinabove authorized);

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the reasonable judgement of the Mortgagee, make it readily rentable;

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned further specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

It is understood and agreed that the provisions set forth in the assignment herein shall be deemed a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any instrument securing the Note, all of which remedies shall be enforceable concurrently or successively.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns (including successors by consolidation) of the undersigned, and any party or parties holding any right, title or interest in the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, or the Note.

It is expressly understood that no judgement or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness

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secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by the undersigned, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 29th day of March, 1988.

BY: Patrick A. Bruno
Patrick A. Bruno

BY: _____

BY: _____

BY: _____

ATTEST:

Donna J. Hoover
TITLE: Donna J. Hoover

Instrument prepared by: First Midwest Bank/Lake County
411 N. Seymour, Mundelein, IL 60060
L. Olsen



LEGAL DESCRIPTION: LOT 35 IN DE ZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX #: 13-26-420-022 Vol 355 H 00 0
PROPERTY: 2501 N. Kimball
Chicago, IL

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State of Illinois, County of COOK as, I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that PATRICK A. BRUNO, A MARRIED MAN

personally known to me to be the same person whose name(s) subscribed to the forgoing instrument appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of March 1988
Commission expires 10/18/89
Notary Public

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COOK COUNTY RECORDER

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