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1988 MAY -5 PM 2:57

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ASSIGNMENT OF LEASES AND RENTS

LaSalle National Bank,

For the purpose of further securing the Note dated April 25, 1988 made by as Trustee, u/t/a dated April 1, 1988 a/k/a Trust No. 113127 ~~and not personally~~ payable to Westbank/WEstchester in the principal amount of

Three Hundred Twenty-Two Thousand, One Hundred Twenty-Five Dollars and No Cents -- (\$322,125.00 -----) secured by a First mortgage on the property described on

Exhibit "A" attached hereto bearing even date with LaSalle National Bank, as Trustee, u/t/a dtd April 1, 1988 a/k/a Trust No. 113127 conveyed to the

Westbank, an Illinois banking corporation, the of said real estate and Exhibit A hereto as well as securing the performance of Borrower's covenants under a Security Agreement and Guaranty of even date with the Note, and in the consideration of the making by Westbank

of a loan evidenced by said Note, the undersigned does hereby assign, transfer and convey unto the Bank all the right, title and interest of the undersigned in, to and under all leases of any and every kind, whether written or verbal, now or hereafter existing with respect to said real estate or any part thereof, together with all rents accrued and to accrue and all gross rents of any kind arising out of said real estate; hereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said Note or said Trust deed or this Assignment. This Assignment shall remain in full force and effect until all indebtedness secured by said Trust Deed has been paid in full.

The undersigned does further hereby covenant and agree with the Bank that until said indebtedness has been paid in full the undersigned, upon the Bank's request, will furnish or true copies of all leases and will make, sign and deliver to the Bank such other and additional instruments as may be necessary, desirable or convenient to enable the bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any time arising out of said real estate.

With the Bank shall notify the lessee or lessors under any lease or leases of said real estate that there has been a default under said Note or said

Mortgage or this Assignment, such lessee or lessors shall be entitled to pay such rents as they become due to the undersigned

In the event of any default under said Note or Mortgage or any related loan documents

 of this Assignment the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, reasonable or convenient to exercise or realize upon this Assignment and upon any additional instruments, and may be paid pursuant hereto. The Bank may in its discretion, in the name of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessors under any lease or leases and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, but the Bank shall not be responsible for the performance of any of the covenants of the lessor or lessors of the lessee or lessors in said lease or leases or such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal or both of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Assignment of beneficial interest.

C# 71-59-109 D2

FROM INTER AFFAIRS

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If the Bank shall negotiate or transfer said Note, it may assign all its rights, title and interest hereunder to the holder or transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

IN WITNESS WHEREOF, LaSalle National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto ^{affixed} by its Assistant Vice President the day and year first above written.

SEE EXHIBIT RIDER ATTACHED HERETO AND MAKE SURE YOU HAVE IT

LASALLE NATIONAL BANK, not personally but as Trustee as aforesaid

By [Signature]

Its ASSISTANT VICE PRESIDENT

ATTEST:

[Signature]

Asst. Secretary
Assistant Secretary

NOT

C.L.

Mail to

This instrument was prepared by:
RONALD S. BAILIS
Attorney at Law
One Westbrook Corporate Center
Westchester, IL 60153

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EXHIBIT "A"

LEGAL DESCRIPTION:

LOT 14 IN BLOCK 3 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN SECTION 5,
TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

ADDRESS COMMONLY KNOWN AS: 6307 N. WINTHROP
CHICAGO, IL

P.I.N.: 14-05-201-003-0000

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02/20/23

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, NANCY G. SAATHOFF a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Corinne Bek Assistant Vice President of LA SALLE NATIONAL BANK, and Rita Marie Walter Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of May,
A.D. 19 88

Nancy G. Saathoff
Notary Public

My Commission Expires: 4-28-90

CLERK OF COOK COUNTY CLERK'S OFFICE

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED April 25, 1988 (UNDER TRUST NO.) 113127

This Assignment of Rents is executed by LA SALLE NATIONAL BANK, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, not as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL BANK, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, or at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE NATIONAL BANK, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenants herein contained.

Form XX0136

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Property

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