

# UNOFFICIAL COPY

ASSIGNMENT OF RENTS AND LEASES 3

13.00

WHEREAS,

7620 GROUP PARTNERSHIP, an Illinois General Partnership-----

71-63-541 D2  
-----  
... (hereinafter referred to as "Owner") is the owner of the  
following described real estate:

**THIS RIDER IS ATTACHED TO AND MADE A PART OF MORTGAGE AND ASSIGNMENT OF RENTS  
DATED JUNE 7, 1988 BETWEEN NBD PARK RIDGE BANK AND 7620 GROUP PARTNERSHIP,  
AN ILLINOIS GENERAL PARTNERSHIP.**

That part of Lot 4 in Carl Schnur's Subdivision of part of the North East 1/4 and part of the North West 1/4 of Section 29, Township 41 North, Range 13, East of the Third Principal Meridian, described as follows:

Commencing at a point 495 feet East of the West line of the North East 1/4 of said Section 29 and 800 feet South of the North line of said Lot 4; thence East on a line parallel to and 800 feet South of the North line of said Lot 4, 132 feet; thence South on a line parallel to and 627 feet East of the West line of said North East 1/4 of Section 29, 126.72 feet to the Northerly line of Gross Point Road; thence South Westerly along the Northerly line of Gross Point Road 157.24 feet; thence North on a line parallel to and 495 feet East of the West line of said North East 1/4 of Section 29, 210.55 feet to the place of beginning, in Cook County, Illinois.

P.T.N. #10-29-209-017-0000

Property Address:  
7620 Gross Point Road  
Skokie, IL 60076

88284473

Dollars (\$300,000.00) and interest upon a certain loan evidenced by the Promissory Note dated June 7, 1988 (herein called the "Note") of the Owner, payable to Note Holder, secured by the aforesaid Mortgage conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until the Note and all other costs and charges which may have accrued or may hereafter accrue under the Note or Mortgage have been fully paid.

2. Without limitation of any of the legal rights of the Note Holder as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, the Owner hereby covenants and agrees that in the event of any default under the Note or Mortgage, the Owner will, whether before or after the Note secured by the Mortgage is declared to be immediately due in accordance with the terms of the Mortgage 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 the Note Holder, surrender to the Note Holder, and the Note Holder shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken. The Note Holder in its discretion, may with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of the Owner relating thereto, and may exclude the Owner, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage, and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the real estate and premises hereinabove described, 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 real estate and premises as to it may seem judicious, and may insure and reinsurance the same, and may lease said real estate and premises in such parcels and for such times and on such terms as to it 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 the Owner to cancel the same, and in every such case the Note Holder shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best.

Further, in the event of any default under the Note or Mortgage the Note Holder shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the real estate and premises, 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 real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Note Holder and of its attorneys, agents, clerks, servants, and others employed by it, for services rendered in connection with the operation, management, and control of the said real estate and premises and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Note Holder 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 the Note Holder hereunder, the Note Holder may apply any and all moneys arising as aforesaid.

(A) To the payment of interest on the principal and overdue interest on the Note secured by the Mortgage, at the rate therein provided; (B) To the payment of the principal of the Note from time to time remaining outstanding and unpaid; (C) To the payment of any and all other charges secured by or created under the Note or Mortgage; and (D) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (A), (B), and (C), to the Owner.

88284473

**UNOFFICIAL COPY**

88'284473

1988 JUN 28 PM 2 42  
88284473  
COOK COUNTY LIBRARIES  
FILED FOR REGISTRATION

Practically, in this view of the Note of Mortgagor the Note holder shall be entitled to collect and receive all amounts due under the Note of Mortgagor and to exercise all rights and powers of the Note holder under the Note of Mortgagor.

June 7.....\$300,000.00. (bills due) and interest due on a certain loan advanced by the Promissory Note (\$300,000.00.) until the Note and all other debts due under the Note have been fully paid.

THESE HUNDRED THOUSAND AND NO/TO  
A. THIS INSTRUMENT IS MADE TO SECURE PAYMENT OF THE PRINCIPAL SUM OF.....

**NOW, THIS REEFER-ROUTE**, the Gwats, a confederation of ten tribes (\$10,000) in hand paid, and of other food and supplies  
carried overland, the Gwats, a confederation of nine tribes (\$10,000) in hand paid, and of other food and supplies  
and promises to all the tribes, income, and profits thereunder, unto the Note holder hereinafter, will remain to the  
real estate and premises hereinabove described:

WHEN ASSETS ARE PURCHASED SECURITELY FOR THE ABOVE DEBT-REFINANCED LOAN, THE NOTE HOLDER REQUIRES THE ASSIGNMENT OF ITEMS AND LOSSES AS PART OF THE CORNERSTONATION FOR MIGRATION AND LOAN.

of Park Ridge, Illinois (hereinafter referred to as "Note Holder,") in the amount of "THREE HUNDRED THOUSAND AND ONE HUNDRED TWENTY-FIVE DOLLARS (\$300,000.00,--), and,

..... State of Illinois; and,  
of Deed of the County of Cook.....  
Title of the Deed.....  
Name of the Recorder in the Office of the Recorder  
and Date as aforesaid..... 7th day of June, 1988.

# UNOFFICIAL COPY

3. The Owner may continue to collect all rentals, as hereinabove limited, due under any leases upon the real estate and premises hereinabove described and perform the obligations of Owner thereunder, until such time as the Note Holder shall give notice to the lessees under said leases, which may be given by U.S. Mail addressed to the lessees at the address of the leased premises, that all rents then due or to become due as well as all other amounts payable under the terms of said leases, shall be payable directly to the Note Holder at its then business address. The Note Holder may give this notice to the lessees at any time or from time to time after a default exists in the payment of principal or interest under the Note or in the performance of the terms or conditions contained in the Mortgage herein referred to and in the Note secured thereby. The lessees may rely upon said notice from the Note Holder, and are to comply with its terms.

4. Except for the collection by the Owner pursuant to the leases of the last month's rent, the Owner will not be allowed to collect any rental more than one month in advance and any such collection of rental more than one month in advance shall not be binding on the Note Holder.

5. The Owner agrees that it will in no way, either orally or in writing, change, amend, or in any way alter the conditions of the leases hereinabove referred to and warrants that said leases have not been amended, changed or in any way altered, except as above set out.

6. The Owner shall not accept surrender of any lease or of the premises or any part thereof leased thereunder, without the prior written consent of the Note Holder.

7. The Owner shall not assign or in any way encumber or allow to become encumbered any of the rents due or to become due under the aforesaid leases, except as herein provided.

8. This instrument is assignable by the Note Holder, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

9. The failure of the Note Holder, or any of its agents or attorneys, successors or assigns, to avail itself or themselves 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 its rights under the terms hereof, but said Note Holder, or its 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.

10. The payment of the Note and release of Mortgage securing said Note shall ipso facto operate as a release of this instrument.

COOK COUNTY, IL, ILLINOIS  
FILED FOR RECORD

1989 JUN 28 PM 2:42

88284473

88284473

Witness the hand ..... and seal ..... of Mortgagors the day and year first above written.  
7620 GROUP PARTNERSHIP, an Illinois General Partnership

Ray Heiderscheidt ..... (SEAL) Edward Alfonsi ..... (SEAL)

William Shields ..... (SEAL) Evelyn Campbell ..... (SEAL)

Daniel Gustafson ..... Betty J. Schwabe .....  
STATE OF ILLINOIS .....  
County of Cook .....  
SS. ....

I, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ray Heiderscheidt, William Shields, Daniel Gustafson, Edward Alfonsi, Evelyn Campbell

NOTARIAL SEAL  
who are personally known to me to be the same person as whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this 7th day of June, A.D. 19 88.  
Betty J. Schwabe, Notary Public, State of Illinois  
My Commission Expires 10-15-91

Betty J. Schwabe, NOTARY PUBLIC

D	NAME	NBD PARK RIDGE BANK
E	STREET	RAS
L		One South Northwest Highway
V	CITY	Park Ridge, Illinois 60068
E	INSTRUCTIONS	OR
R	RECODER'S OFFICE BOX NUMBER	405

FOR RECORDER'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

7620 N. Old Gross Point Road

Skokie, Illinois 60076