LEASE AND RENT ASSIGNMENT

LOAN NUMBER:

833072-2

DATE:

August 18, 1989

For the purpose of further securing the Note dated August 18, 1989 by ANTHONY BRIENO, a Bachelor and, JOHN W. DITTER (married to Mertise) made by-Ditterl payable to NBD BANK EVANSTON, N.A., Evanston, Illinois, in the principal amount of, ONE HUNDRED TWENTY SIX THOUSAND SIX HUNDRED and 00/100

6126,600.00

secured by Mortgage, or other security instrument, bearing even date with said Note, whereby ANTHONY BRIENO, a Bachelor, and, JOHN W. DITTER (married to Note, whereby AN Mertise L. Ditter)

conveyed to NBO BANK EVANSION, N.A., Evanston, Illinois as Mortgagee (Trustee), the following described real estate:

Lots 36 and 37 in Block 1 in Bauer and McMahon's Addition to Irving Park in the North East 1/4 of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, in Corr County, Illinois.

Overd for algority

PIN:

13-22-223-034 4040 W. Peterson905 SEP -7 12 3: 12 Chicago, Illinois 60047

39419637

and in consideration of the making by NBD BANK EVANSTON, N.A., (hereinafter called the "Bank"), of the loan evidenced by said Note, the undersigned does hereby assign, transfer and set over unto the Bank all the right, title and interest of the undersigned in, to and under all leases of any and every kind now or hereafter existing with respect to said real estate or any part thereof, together with all rents accrued and to accrue under each and all of said leases and all other rents at any time 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 Mortgage (Trust Deed) or this Assignment, but no instalment of rent shall ever be collected by the undersigned in advance of its due date. 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 to it true copies of all of said leases and will make, sign and deliver to the Bank such other and additional instruments as may be reasonably 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 have 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.

Until the bank shall notify the lessee or lessees under said lease or leases and tenant or tenants of said real estate that there has been a default under said Note or said Mortgage (Trust Deed) or this Assignment, such lessee and tenant or tenants shall be entitled to pay such rents as they become due to

1989_.

day of August

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the undersigned, provided that no instalment of rent shall ever be paid to the undersigned in advance of its due date.

In the event of any default under said Note or said Mortgage (Trust Deed) or this Assignment, the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the name(s) of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under said 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 lessees in said lease or leases or for the performance of any of the obligations of the landlord nor for the collection of any 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 en 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 Mortgage (Trust Deed), but in no event shall application of any sums on account of interest or principal or both be deemed a prepayment subject to a prepayment penalty under the Note, Mortgage or this Assignment.

If the Bank shall regotiate or transfer said Note, it may assign all its right, title and interest bereunder to the holder 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.

If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereur, and the term "the undersigned" shall be taken to refer to each and all the signal except that persons signing not in their individual capacities but on behalf of a corporation, as duly authorized officers thereof, shall not, for any reason, be personally liable, jointly or severally, hereunder except in cases of fraul or intentional misrepresentation.

GIVEN under our hands and seals this 18th

	1 the British
	ANTHONY BRIENC
	getin Ill Witter
	JOHN W. DITTER
STATE OF ILLINOIS)	(C)
) ss.	
COUNTY OF Cather)	
- Vilovin VVIII	a Notana Dublic in and for
T, VA (A. (() A PACTOR A NOTATE A NOTATE AND AND TOTAL AND	
I, Vallette Killia a Notary Public in and for the County and State aforesaid DO HELERY CEPTIFY, that which is the county and t	
subscribed to the foregoing instrument appeared before me this day in person,	
and acknowledged that $f/(1)$ signed, scaled and delivered the said instrument	
as there and voluntary act, for the uses and purposes therein set	
GIVEN under my hand and Notarial Seal, this 18th day of Chaquest,	
198 <u>.</u>	birene Kryp
Notary Pa	blic
Tradito. Notary A	ş.v y.v
THIS INSTRUMENT PREPARED BY:	{ OFFICIAL SEAL }
NED BANK EVANSTON, N.A.	Xetherine II. Kayn
1603 ORRINGTON AVENUE	Notary Firthic, State of Inness } My Commission Expires Oct. 20, 1989 ≥
EVANSTOR, HILINOIS 60204 EARBARA N. SAETHER	Sell Committees: Exhato are and sons
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