

# UNOFFICIAL COPY

Although it is the intention of the parties that this Assignment of Rents

the undersigned further agrees to assign and transfer to Assignee all existing and future leases upon all or any part of the Premises and to execute and deliver, immediately upon the request of Assignee, all such further assurances and assignments as Assignee shall from time to time require.

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

The undersigned represents and agrees that no rents have been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of rents has not been or will not be waived, released, reduced or discounted or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees that the undersigned will not further assign any of the rents, issues or profits of the Premises except with the prior written consent of Assignee.

The undersigned represents and agrees that no rents have been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of rents has not been or will not be waived, released, reduced or discounted or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees that the undersigned will not further assign any of the rents, issues or profits of the Premises except with the prior written consent of Assignee.

February 1, 1989

\$16.00

ASSIGNMENT OF RENTS

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shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon Assignee herein until and unless a default shall occur in the payment of the Liabilities or in the performance or observance of any of the representations, warranties, promises, terms, conditions or agreements of any instrument now or at any time securing the Liabilities and nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under any other instrument which secures or is delivered in connection with the Liabilities.

In any case in which under the provisions of the Mortgage made by the undersigned favor of Assignee recorded immediately prior to this Assignment of Rents, Assignee has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods, if any, whether before or after institution of legal proceedings to foreclose the lien thereof, or before or after sale thereunder, immediately upon demand of Assignee, the undersigned agrees to surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises or any part thereof personally, or by Assignee's agents or attorneys, and Assignee in Assignee's 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, or then owner of the Premises relating thereto, and may exclude the undersigned, the undersigned's agents or servants, wholly therefrom and may as attorney-in-fact or agent of the undersigned or in Assignee's own name and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by Assignee's agents or attorneys, with full power to use such measures, legal or equitable, as in Assignee's discretion or in the discretion of Assignee's 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 forceable detainer and actions in distress of rent. The undersigned grants Assignee full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof. The undersigned hereby grants Assignee the full power and authority to insure and reinsure the Premises for all risks, incidental to Assignee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

Assignee shall not be obligated to perform or discharge, nor does Assignee 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 Assignee harmless of and from any and all liability, loss or damage which Assignee may or might incur under any such leases or agreements 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 Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements or in the defense of any claims or demands arising prior to Assignee taking possession of the

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Premises. The undersigned hereby agrees to immediately reimburse Assignee upon demand for any amount due Assignee by reason of this paragraph, including costs, expenses and legal fees incurred by Assignee.

Assignee, in the exercise of the rights and powers conferred upon Assignee by this Assignment of Rents, 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 Assignee may determine.

(a) To the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Assignee and Assignee's 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) to establish reserves for claims 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 the cost from time to time of installing, replacing refrigeration, gas or electric appliances therein, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable;

(d) To the payment of any liabilities (first to interest and then to principal).

The undersigned does further specifically authorize and instruct 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 Assignee upon receipt of demand from Assignee to so pay the same.

"Liabilities" means all obligations of the undersigned to Assignee for payment of any and all amounts due under the aforesaid Mortgage, the Note secured by the aforesaid Mortgage and of any indebtedness, or contractual duty of every kind and nature of the undersigned or any guarantor or obligor of the aforesaid Note to Assignee, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise. Liabilities also includes all costs of collection, legal expenses and attorneys' fees incurred or paid by Assignee in attempting the collection or enforcement of the aforesaid Note, any guaranty of the aforesaid Note, or any other indebtedness of the undersigned or any guarantor of the aforesaid Note to Assignee or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the aforesaid Note. Liabilities includes all of the indebtedness or contractual duties of partnerships to Assignee created or arising while the undersigned or any guarantor of the aforesaid Note may have been or may be a member of those partnerships.

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It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the above described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted therein.

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

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the above described 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 of the Liabilities and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues and profits of the Premises, or by the undersigned, or until such time as this instrument may be voluntarily released by Assignee. 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 Liabilities are fully satisfied before the expiration of any applicable period of redemption.

This Assignment of Rents has been made, executed and delivered to Assignee in Cook County, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Assignment of Rents shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment of Rents are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment of Rents.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Rents to be signed on the day and year set forth above.

Hyde Park Bank and Trust Company  
An Illinois Banking Corporation  
Not Personally, but as Trustee u/t/a  
Dated January 4, 1988 and Known As  
Trust #686

By: [Signature]  
its: Executive Vice President

By: [Signature]  
its: Assistant Secretary

COOK COUNTY CLERK  
FILED

39 FEB 1988 PM 12:35

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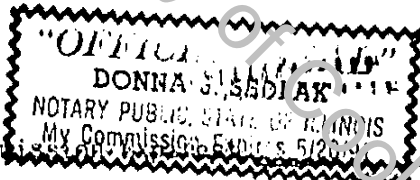
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STATE OF ILLINOIS

COUNTY OF COOK

I, LOUIS J. SEGLER, a Notary Public in and for the County and State aforesaid, do hereby certify that NORMAN W. ARDOS and CAROL A. ANDERSON personally known to me to be the EXEC. VICE PRES and ASSY. SECY. of Hyde Park Bank and Trust Company, An Illinois Banking Corporation appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1<sup>ST</sup> day of February, 1987



Donna S. Szabak  
NOTARY PUBLIC

My Comm. Expires

Recording Data (return to): )

Hyde Park Bank and Trust Company  
1525 E. 53rd Street  
Chicago, Illinois 60615

BOX 333

This Instrument Prepared By:  
Peggy J. Brown  
Hyde Park Bank & Trust Company  
1525 E. 53rd Street  
Chicago, Illinois 60615  
(312) 752-4600

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## EXHIBIT A

**Parcel 1:** THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE RUNNING NORTH ALONG THE EAST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 18, A DISTANCE OF 223.0 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH ALONG THE LAST DESCRIBED LINE A DISTANCE OF 100.0 FEET, THENCE WEST ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, A DISTANCE OF 324.14 FEET TO A POINT, THENCE SOUTH A DISTANCE OF 100.0 FEET TO A POINT, THENCE EAST ALONG A LINE 223.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, A DISTANCE OF 324.04 FEET TO THE POINT OF BEGINNING (EXCEPT THE EAST 17 FEET THEREOF), IN THE COUNTY OF COOK AND STATE OF ILLINOIS.

**Parcel 2:** THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 18 WHICH IS 23 FEET NORTH OF THE SOUTH EAST CORNER OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION. THENCE WEST ALONG A LINE WHICH IS 23 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18 A DISTANCE OF 323.84 FEET; THENCE NORTH 200 FEET, THENCE EAST ALONG A LINE WHICH IS PARALLEL TO THE SOUTH LINE OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 18 A DISTANCE OF 324.05 FEET TO THE EAST LINE OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 18 THENCE SOUTH ALONG THE EAST LINE OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 18 A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING (EXCEPT THE EAST 17 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

Commonly known as: 6150 South Oak Park, Chicago, Illinois 60638-9998

PIN: 19-18-303-010-0000; 19-18-303-011-0000 and 19-18-303-012-0000

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