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BOX 333 - TH



BOOK OF RECORDS

1989 MAR PM 1 23 89097000

LEASE-RENT ASSIGNMENT

As Security for a Loan From NEW CENTURY BANK

\$16.00

DATE AND PARTIES. The date of this Lease-Rent Assignment (Agreement) is February 23, 1989, and the parties are the following:

OWNER:

NBD TRUST COMPANY OF ILLINOIS

800 N. KENSINGTON

ARLINGTON HEIGHTS, ILLINOIS 60004

Tax I.D. #

BANK:

NEW CENTURY BANK

an ILLINOIS banking corporation

2000 South Lake Street

P.O. Box 778

Mundelein, Illinois 60060

Tax I.D. # 36-2811888

71-83-14421

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

A. a promissory note, No. DONALD S. SUMMERS (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the principal amount of \$278,600.00, and all extensions, renewals, modifications or substitutions thereof;

B. all future advances by Bank to Borrower, to Owner, to any one of them and to any one of them and others (regardless of whether or not this Agreement is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness);

C. all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Collateral for in the Note; and any other sums advanced, and expenses incurred, by Bank pursuant to this Agreement, plus interest at the rate provided for in the Note;

D. all other obligations to the extent the taking of the Collateral as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Owner's, behalf as authorized by this Agreement and liabilities as guarantor, primary or secondary, of Borrower to Bank, now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; and

E. Borrower's performance of the terms in the Note and Owner's performance of any terms in this Agreement, any deed of trust, any trust deed, any mortgage, any deed to secure debt, any assignment of bond, any interest, any loan agreement, any construction loan agreement, any security agreement, any guaranty agreement, or any other agreement, which secures, guarantees or otherwise relates to the Note or Loan.

3. BACKGROUND. The Loan is secured by, but is not limited to, a mortgage (Mortgage) dated February 23, 1989, on the property (Property) situated in the COUNTY OF COOK, STATE OF ILLINOIS, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Owner will be benefited by the Loan to Borrower, wants to assist Borrower in obtaining the Loan, and in order to do so, is willing to assign the leases described in this Agreement.

4. ASSIGNMENT. To secure the Obligations and to induce Bank to make the Loan to Borrower and for other valuable consideration, the receipt of which is acknowledged by Owner, Owner grants and assigns a security interest and further bargains, sells and conveys in and to Bank all of Owner's right, title and interest in and to all rents and profits from the Property and all leases of the Property now or hereafter made, which are collectively known as the Collateral and described as follows:

A. all leases (Leases) on the Property. The term "Leases" in this Agreement shall include all agreements, renewals, and substitutions of such agreements, arising for the use or occupancy of any portion of the Property and all extensions, renewals, and substitutions of such agreements, including subleases hereunder.
B. all guarantees of the performance of any party under the Leases; and
C. the right to collect and receive all revenue (Rent) from the Leases on the Property now due or which may become due. Rent includes, but is not limited to the following: revenue, issue, profits, rent, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, security deposits, insurance premium contributions, liquidated damages (following default), cancellation premiums, "loss of rents" insurance or other proceeds, and all rights and claims which Owner may have against any person under the terms of the Leases.

5. WARRANTIES. To induce Bank to make the Loan to Borrower, Owner makes the following representations and warranties:
A. Owner has good title to the Leases and Rent and good right to assign them, and no other person has any right in them;
B. Owner has duly performed all of the terms of the Leases that Owner is obligated to perform;
C. Owner has not previously assigned or encumbered the Leases or the Rent and will not further assign or encumber the Leases or future Rent;

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\$10.00

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In addition, upon the occurrence of any Event of Default, Bank shall be entitled to all of the remedies provided by law, the Note and any related loan

The collection and application of the Rent or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any default, or modify or waive any notice of default under the Note, Mortgage or this Agreement, or invalidate any act done pursuant to such notice. The enforcement of such remedy by Bank, once exercised, shall continue for so long as Bank shall elect, notwithstanding that such collection and application of Rent may have cured the original default. If Bank shall thereafter elect to discontinue the exercise of any such remedy, the same or any other remedy under the law, the Note, Mortgage or this Agreement may be asserted at any time and from time to time following any subsequent default. The word "default" has the same meaning as contained within the Note or any other instrument evidencing the Obligations, and the Mortgage, or any other document securing, guaranteeing or otherwise relating to the Obligations.

9. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of an Event of Default or at any time thereafter by Mortgagee, Bank, at Bank's option, shall have the right to exercise any or all of the following remedies:

- A. to collect directly and retain Rent in Bank's name without taking possession of the Property and to demand, collect, receive, and sue for the Rent, giving proper receipts and releases, and, after deducting all reasonable costs of collection, including reasonable attorneys' fees to the extent not prohibited by law, apply the balance to the Note, first to accrued interest and then to principal;
- B. to declare the Obligations immediately due and payable, and, at Bank's option, exercise any of the remedies provided by law, the Note, the Mortgage or this Agreement; and
- C. to enter upon, take possession of, manage and operate all or any part of the Property, make, modify, enforce or cancel any Leases, evict any Lessee, increase or reduce Rent, decorate, clean and make repairs, and do any act or incur any cost Bank shall deem proper to protect the Property as fully as Owner could do, and to apply any funds collected from the operation of the Property in such order as Bank may deem proper, including, but not limited to, payment of the following: operating expenses; management, brokerage, attorneys', and accountants' fees; the Obligations; and toward the maintenance of reserves for repair or replacement. Bank may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, mortgagee under a mortgage, or by receiver to be appointed by a court, and irrespective of Owner's possession.

8. EVENTS OF DEFAULT. Owner shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are:

- A. Failure by any person obligated on the Obligations to make payment when due thereunder; or
- B. A default or breach under any of the terms of this Agreement, the Note any construction loan agreement or other loan agreement, any security agreement, mortgage, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations; or
- C. The making or furnishing of any verbal, or written, representation, statement or warranty to Bank which is, or becomes, false or incorrect in any material respect by, or on behalf of, Owner, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
- D. The death, dissolution or insolvency of, the appointment of a receiver by, or on the behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, Owner, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
- E. A good faith belief by Bank at any time that Bank is insecure, that the prospect of any payment is impaired or that the Collateral is impaired; or
- F. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or grow on or before its due date; or
- G. A transfer of a substantial part of Owner's money or property.

7. COLLECTION OF RENT. Owner shall give notice of Bank's rights to all of said rents, issues or profits and notice of direct payment to Bank to those obligated to pay such rents, issues or profits. Owner agrees to direct all tenants to pay rent due or to become due to Bank, as agent or Bank, shall endorse and deliver to Bank any money orders, checks or drafts which represent rents, issues or profits from the above-described Property, to apply the proceeds to the Obligations, and shall give notice of Bank's rights in any of said rents, issues or profits and notice of direct payment to Bank to those obligated to pay such rents, issues or profits. Bank shall be the creditor of each Lessee in respect to assignments for the benefit of creditors, bankruptcy, reorganization, insolvency, dissolution or receivership proceedings by Lessee, and Owner shall immediately pay over to Bank all sums Owner may receive as creditor from such actions or proceedings. Also, Bank may collect or receive all payments paid by any Lessee, whether or not pursuant to the terms of the Leases, for the right to terminate, cancel or modify the Leases, and Owner shall immediately pay over to Bank all such payments as Owner may receive from any Lessee. Bank shall have the option to apply any monies received as such creditor to the Obligations the Mortgage, or this Agreement.

- A. to deliver to Bank upon execution of this agreement copies of the Leases, certified by Owner, as being true and correct copies which accurately represent the transactions between the parties;
- B. to observe and perform all obligations of Lessor under the Leases, and to give written prompt notice to Bank of any default by Lessor or Lessee under any Lease;
- C. to notify in writing each Lessee that any deposits previously delivered to Owner have been retained by Owner or assigned and delivered to Bank as the case may be;
- D. to appear in and defend any action or proceeding pertaining to the Leases, and, upon the request of Bank, to do so in the name and on behalf of Bank but at the expense of Owner, and to pay all costs and expenses of Bank, including reasonable attorneys' fees to the extent not prohibited by law, in any such action or proceeding in which Bank may appear;
- E. to give written notice to each Lessee which notice shall contain instructions to each Lessee that Lessee shall, upon receipt of notice and demand from Bank, make all payments of Rent directly to Bank; and
- F. when Bank, at its discretion, elects to exercise any of its remedies upon default of Lessee, Bank incurs no liability and hold Bank harmless for all liabilities, damages, costs and expenses, including reasonable attorneys' fees, Bank incurs.

6. OWNER'S AGREEMENTS. To protect the security of this Agreement, Owner agrees:

- D. No Rent for any period subsequent to the current month has been collected, and no Rent payment has been compromised;
- E. Owner has not received any funds from any lessee (Lessee) under the Leases in excess of one month's rent for which credit has not been made on account for accrued Rent, and any copy of such account that has been delivered to Bank is true and complete. The term "Lessee" in this Agreement shall include all persons or entities obligated to Owner under the Leases;
- F. No Lessee is in default of any of the terms of the Leases; and
- G. Owner has not and will not waive or otherwise compromise any obligation of Lessee under the Lease and will enforce the performance of every obligation to be performed by Lessee under the Lease.

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED FEBRUARY 23, 1989 UNDER TRUST NO. 7400-AB 0

THIS ASSIGNMENT OF RENTS is executed by NBD TRUST COMPANY OF ILLINOIS, 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 the Trustee, nor as any admission that the said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, 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, nor 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 holders 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 NBD TRUST COMPANY OF ILLINOIS, 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 non-action taken in violation of any of the covenants herein contained.

IF ATTACHED HEREON READ MAKE A PART HEREOF

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03-29-415-031
27-29 N. Dryden

This document was prepared by NEW CENTURY BANK, 2000 South Lake Street, Mundelein, Illinois 60060. Please return this document after recording to NEW CENTURY BANK, 2000 South Lake Street, Mundelein, Illinois 60060.

NOTARY PUBLIC

My commission expires:

On this day of 1988, I, a notary public, certify that NBD TRUST COMPANY OF ILLINOIS, as Trustee, for NBD TRUST COMPANY OF ILLINOIS, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

STATE OF ILLINOIS
COUNTY OF LAKE

[Signature]
V.P. & Trust Officer

OWNER:

ATTEST:

Agreement No. 4049-All dated January 30, 1989, and not previously recorded under trust NBD TRUST COMPANY OF ILLINOIS as Trustee under trust NBD TRUST COMPANY OF ILLINOIS vice president & trust officer As Trustee

12. GENERAL PROVISIONS
 - A. TIME IS OF THE ESSENCE. Time is of the essence in Owner's performance of all duties and obligations imposed by this Agreement.
 - B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Owner's strict performance of any provisions contained in this Agreement, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank.
 - C. AMENDMENT. The provisions contained in this Agreement may not be amended, except through a written amendment which is signed by Owner and Bank.
 - D. GOVERNING LAW. This Agreement shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
 - E. FORUM AND VENUE. In the event of litigation pertaining to this Agreement, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank.
 - F. SUCCESSORS. This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
 - G. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
 - H. PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Agreement are for convenience only and shall not be dispositive in interpreting or construing this Agreement or any part thereof.
 - I. IF HELD UNENFORCEABLE. If any provision of this Agreement shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Agreement.
11. TERM. This Agreement shall remain in effect as long as any part of the Obligations remain unpaid. Upon payment in full of all such indebtedness, Bank shall execute a release of this Agreement upon request.
10. ADDITIONAL POWERS OF BANK. In addition to all other powers granted by this Agreement and the Mortgage, Bank also has the rights and powers, pursuant to the provisions of the Illinois Code of Civil Procedure, Section 15-1101, et seq.
 11. All rights and remedies are cumulative and not exclusive, and Bank is entitled to all remedies provided at law or equity, whether or not expressly set forth.

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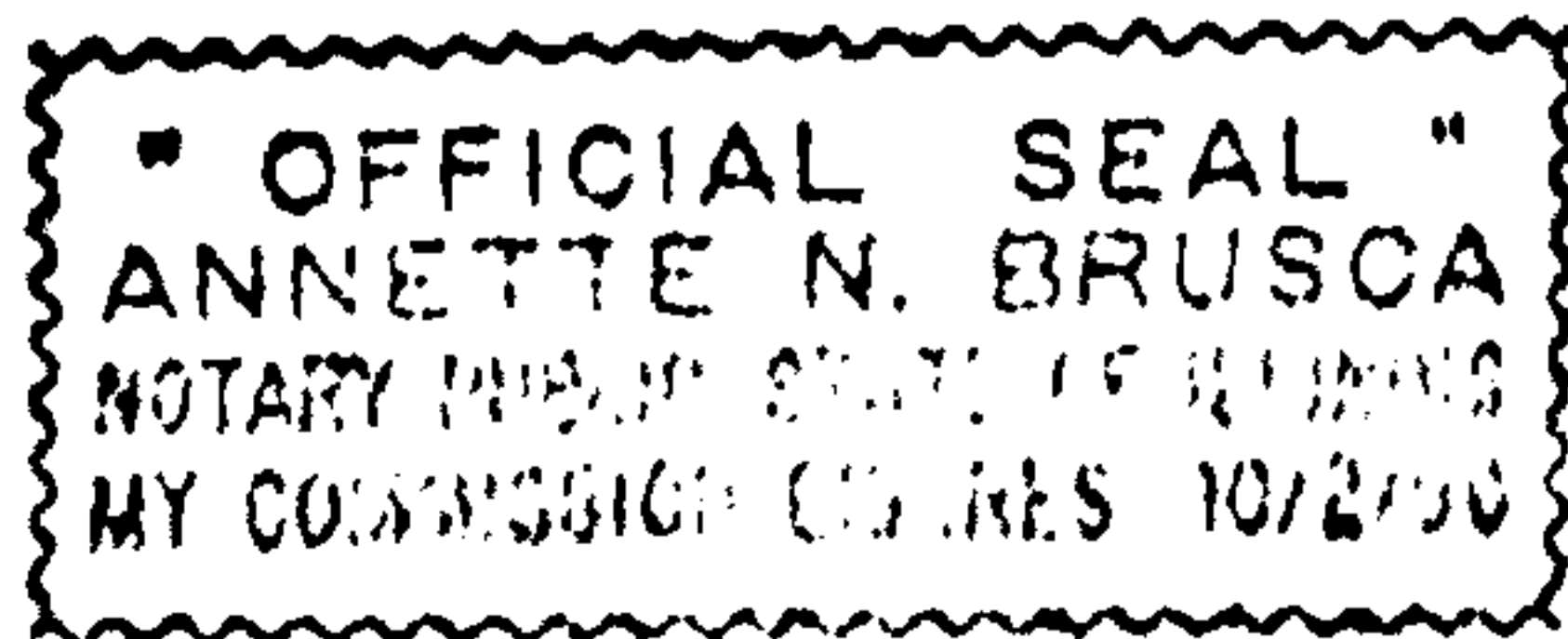
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Annette N. Brusca, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Anita D. Kraus, Vice President & Trust Officer of NBD TRUST COMPANY OF ILLINOIS, an Illinois Corporation, and Lawrence J. Kolman, Assistant Vice President & Trust Officer of said Trust Company personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and Assistant Vice President & Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth; and the said Assistant Vice President & Trust Officer did also then and there acknowledge that he, as custodian of the Corporate Seal of said Trust Company, did affix said Corporate Seal of said Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.

GIVEN, under my hand and notarial seal, this 24th day of February, 19 89.



Annette N. Brusca
Notary Public

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EXHIBIT "A" 9 0 9 7 0 0 0

This EXHIBIT "A" is referred to in and made a part of that certain Lease/Rents Assignment (Agreement) dated February 23, 1989 by and between the following parties:

OWNER:

NBD TRUST COMPANY OF ILLINOIS as Trustee under Trust Agreement No. 4049-AH dated
800 E. KENSINGTON
ARLINGTON HEIGHTS, ILLINOIS 60004
Tax I.D. # _____
January 20, 1989 and not personally

BANK:

NEW CENTURY BANK
an ILLINOIS banking corporation
2000 South Lake Street
P.O. Box 778
Mundelein, Illinois 60060
Tax I.D. # 36-2811968

The properties hereinafter described are those properties referred to in the Agreement as being described in Exhibit "A":

PARCEL 1: THE NORTH 12.59 FEET OF THE SOUTH HALF OF LOT 18, (EXCEPT WEST 40 FEET THEREOF) IN A. T. MCINTOSH'S ARLINGTON HEIGHTS FARMS, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2: EASEMENTS SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS, RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, AS DOCUMENT NUMBER 1747835, IN COOK COUNTY, ILLINOIS. PIN NO. 03-29-412-031-0000.

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