

99660268

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, earnings, income, issues, profits of the Property, and by way of enumeration only, First Parties hereby covenant and agree that on the occurrence of any such Event of Default, First Parties will, whether before or after said note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or Party, and Second Party shall be entitled to take actual possession of the Property, or of any part thereof, personally or by its agents or attorneys, as for condition broken. In such event, Second Party, in its discretion, may with or without force and with or without process of law, enter upon, take and maintain possession of the Property, together with all documents, books, records, papers and accounts of First Parties relating thereto, and may

The assignment of rents hereby made shall not become operative until the occurrence of an Event of Default (as that term is defined in said trust deed). Until any such Event of Default shall occur, First Parties shall be entitled to collect and retain all rents under any such lease and shall have the right to enforce the collection thereof by any appropriate action or proceeding brought in the name of one or more of First Parties.

This instrument is given to secure payment of the principal sum of Seven Thousand and NO /100 Dollars (\$ 157,000) and interest on a certain note secured by a trust deed of even date to THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, thereon, and all other costs and charges which may have accrued or may hereafter accrue under said trust deed, have been fully paid.

All the rents, earnings, income, issues and profits of and from the real estate and premises legally described in Exhibit "A" attached hereto (the "Property"), which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, occupancy of, any part of the Property which First Parties may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by Second Party under the powers hereinafter granted to it, and any security deposits arising from any such lease or letting, it being the intention hereof to hereby make and establish an absolute transfer and assignment of all the rents, earnings, income, issues, profits and security deposits thereunder, unto Second Party, all relating to the Property.

(collectively, "First Parties"), for valuable consideration, the receipt of which is hereby acknowledged, do hereby assign, transfer and set over unto THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, individually, its successors and assigns ("Second Party"), all of the following:

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association, not personally but as trustee under the provisions of a deed or deeds in trust duly recorded and/or filed and delivered to it pursuant to a trust agreement dated 5/2, 1989, and known as trust no. 29101, and John Finnegan and James Pryma and Regina Pryma ~~XXXXXXXXXXXX~~ Bratislav Krstic ~~XXXX~~ does hereby

\$16.00

May 5, 1989

ASSIGNMENT OF RENTS

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Case No. 08 7194008

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exclude First Parties and their agents wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the Property, and conduct the business thereof, either personally or by its agents, and may, at the expense of the Property, 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 Property as to it may seem judicious, and may insure and reinsure the same, and may lease the Property or any part thereof and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of said note, and may cancel any lease or sub-lease for any cause or on any ground which would entitle First Parties to cancel the same, and in every such case Second Party shall have the right to manage and operate the Property, and to carry on the business thereof, as it shall deem best. In any such event, Second Party shall be entitled to collect and receive all rents, earnings, income, issues and profits of the Property, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the Property, or any part thereof, including the just and reasonable compensation for the services of Second Party and of its attorneys, agents and others employed by it, for services rendered in connection with the operation, management and control of the Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Second Party 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 Second Party hereunder, Second Party shall apply any and all moneys arising as aforesaid to the payment of:

- (1) Interest on the principal and overdue interest on said note, at the rate therein provided;
- (2) The principal of said note from time to time remaining outstanding and unpaid; (3) Any and all other charges secured by or created under said trust deed; and (4) The balance, if any, to First Parties.

Second Party shall not be liable for any loss sustained by First Parties resulting from Second Party's failure to let the Property after any such Event of Default or from any other act or omission of Second Party in managing the Property after any such Event of Default. Second Party shall not be obligated to perform or discharge, and Second Party does not hereby undertake to perform or discharge, any obligation, duty or liability under any lease or under or by reason of this instrument. First Parties shall, and do hereby agree to, jointly and severally, indemnify Second Party for, and to hold Second Party harmless from, any and all liability, loss or damage which may or might be incurred under any lease or under or by reason of this instrument, and from any and all claims and demands whatsoever which may be asserted against Second Party by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any lease. Should Second Party incur any such liability under any lease or under or by reason of this instrument or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by said trust deed, and shall be immediately due and payable. This instrument shall not operate to place responsibility on Second Party for the control, care, management or repair of the Property, or for the carrying out of any of the terms and conditions of any lease, nor shall it operate to make Second Party responsible or liable for any waste committed on the Property by lessees or any other persons or for any dangerous or defective conditions of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

First Parties hereby authorize and direct each existing lessee of all or any part of the Property, or any other or future lessee or occupant of the Property, on receipt from Second Party

of written notice to the effect that Second Party is then the holder of said note or trust deed and that an Event of Default has occurred thereunder, to pay over to Second Party all rents, escrow deposits, income and profits arising or accruing under such lease or from the Property and to continue so to do until otherwise notified by Second Party.

This instrument shall be assigned by Second Party, and all of the terms, provisions and conditions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

The failure of Second Party, or any of its agents, attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions and conditions of this instrument for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, her or their rights under the terms hereof, but Second Party, or its agents, attorneys, successors or assigns, shall have full right, power and authority to enforce this instrument, or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of said note and release of said trust deed shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein or in said note shall be construed as creating any personal liability on THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, either personally or as trustee as aforesaid, because or in respect of said note or the making, issue or transfer thereof, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Second Party and by every person now or hereafter claiming any right or security hereunder.

UNOFFICIAL COPY

IN WITNESS WHEREOF, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee as aforesaid and not personally, has caused this Assignment of Rents to be signed by its Vice-President and Trust Officer and its corporate seal to be affixed hereto and attested by its Trust Officer the day and year first written above.

IN WITNESS WHEREOF, the signatures of _____ the
and _____ the
day and year first written above.

Branislav Kostic
John S. ...
James J. ...
...

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid and not personally

By: Robert M. ...
Vice-President and Trust Officer

Attest: Alexander J. ...
Trust Officer

This instrument prepared by
and should be mailed to:

BOX 388

Alice A. ...
The Cosmopolitan National Bank
of Chicago
801 N. Clark Street
Chicago, Illinois 60610

COOK COUNTY CLERK'S OFFICE
FILED FOR RECORD

1989 MAY 10 PM 2:23

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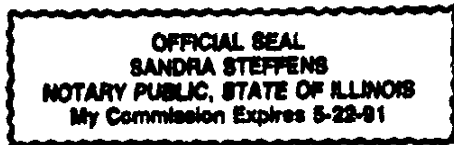
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Vice-President and Trust Officer and Trust Officer of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged they they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid, for the uses and purposes therein set forth, and the said Trust Officer then and there acknowledged that as custodian of the corporate seal of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, said Trust Officer affixed the corporate seal to said instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, as trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5TH
day of May, 19 89.



Sandra Steffens

Notary Public

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UNOFFICIAL COPY

Property of *COYNE & COYNE*

State of ILLINOIS On this the 5th day of May 1989 before me.
County of _____ NANCY R. CASTRO

The undersigned Notary Public, personally appeared
JOHN FINNEGAN, JAMES PRYMA, REGINA PRYMA AND BRANISLAV KRSTIC

personally known to me
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it.
WITNESS my hand and official seal.

" OFFICIAL SEAL "
NANCY R. CASTRO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/7/92

Nancy R. Castro
Notary's Signature

89209966

COYNE & COYNE Office

UNOFFICIAL COPY

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Property of Cook County Clerk's Office

89209965

Permanent Real Estate Index Number(s): 17-06-304-006
Address(es) of Real Estate: 2352-54 W. Thomas and 1101-03 N. Western, Chicago, Illinois 60622

which, with the property hereinafter described, is referred to herein as the "premises,"

Lots 34 and 35 in E.A. Cummings and Company's Subdivision of Block 2 in Subdivision of Block 4 in Suffer's Subdivision of the Southwest Quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, and of lots 1 to 6 and 2 to 32 inclusive in Block 5 in said Suffer's Subdivision except that part of said premises lying West of a line 50 feet East and Parallel with West Line of said Section 6, Conveyed to City of Chicago by Quit Claim Deed Dated July 23, 1930 and Recorded July 29, 1930 as Document 10715574, in Cook County, Illinois.