

89212160

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 MAY 11 AM 10:42

NOW, THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and effect of said Note, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (paid sums and other amounts being herein collectively called the "Indebtedness") and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in this Assignment of Rents and Leases, in the Note or Mortgage, or in any other agreement or document between Assignor and Assignee, and also in consideration of the sum of one dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the aforesaid.

LEGAL DESCRIPTION - SEE EXHIBIT "A" ATTACHED HERETO

County of Cook and State of Illinois, to wit: certain property (herein called "said property") in the Mortgage are hereby incorporated herein by reference) upon called the "Mortgage", the terms of which Note and which Assignee under even date herewith (which Mortgage is herein Note is secured by a certain Mortgage given by Assignor to Note of even date herewith (herein called the "Note") which No/Hundredths (\$343,500.00) Dollars as evidenced by a certain Nine Hundred forty-three Thousand Five Hundred and Assignee for money borrowed in the aggregate principal sum of THAT WHEREAS, the Assignor is justly indebted to

\$17.00

W I T N E S S E T H

THIS ASSIGNMENT, made as of the 1st day of May, 1989, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated December 22, 1980 and known as Trust Number 51686 (herein referred to as "Assignor") and BANK OF LINCOLNWOOD, 4433 West Touhy Ave., Lincolnwood, an Illinois banking association (herein referred to as "Assignee").

ASSIGNMENT OF RENTS AND LEASES

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Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by the Assignor under the said Note or under the Mortgage above described, whether before or after the Note is declared to be immediately due, 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 Assignee, Assignor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the holder or holders of the Note of the Mortgage, enter upon, take and maintain possession of all or any part of said property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of the Assignor, from time to time make or cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said property as to Assignee may seem just and may insure and retaxure the same, and may lease said property in such parcels and for such times and on such terms as to Assignee 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 Assignor to cancel the same, and may manage and operate the said property and carry on the business thereof as Assignee shall deem best and do everything in or about the said property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said property and any part thereof, and after deducting the reasonable expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all reasonable payments which may be made for taxes, assessments, insurance and prior or proper charges on the said property or any part thereof, and such further sums as may be sufficient to indemnify Assignee 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 Assignee hereunder, to apply any and all monies arising as aforesaid:

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- (1) To the payment of the interest from time to time accrued and unpaid on the said Note;
 - (2) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid;
 - (3) To the payment of any and all other charges secured by or created under the said Note and Mortgage; and
 - (4) The balance, if any, after the payment in full of the items hereinbefore stated, to Assignor.
- Assignor hereby ratifies and confirms everything that Assignee may reasonably do under or by virtue of the foregoing.
- Notwithstanding any other provisions hereof, so long as there shall exist no default by the Assignor in the payment of the indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from said property and to retain, use and enjoy the same.
- Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the said property for the terms shown.
- Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:
- (1) Cancel or terminate any lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof, or accept a surrender of any lease;
 - (2) Reduce the rent provided for in any lease, or modify any lease in any way, either orally or in writing, or grant any concession in connection with any lease, either orally or in writing;
 - (3) Consent to any assignment of the interest of the tenant in any lease, or to any sub-letting thereof;
 - (4) Accept any rent payable under any lease in advance of the time when the same is payable.

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This Assignment is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid in the exercise of the power and

release and discharge this Assignment. Assignee will, promptly upon Assignor's demand therefor, contained, then this Assignment shall be null and void and the covenants, conditions, stipulations and agreements herein or before due and shall keep, observe and fully perform all If the Assignor shall pay all the indebtedness when

may be entered into concerning the said property. the part of the Lessor to be performed under any lease which perform any of the covenants, undertakings or promises or not assume nor shall it be under any obligation whatever to In accepting this Assignment the Assignee herein does

provisions shall remain in full force and effect. heretofore which are otherwise lawful and valid, and such other shall not affect the validity of any and all other provisions extent of the invalidity and the invalidity of such provision shall be construed as not containing such provision to the interpretation placed thereon by any court, this Assignment by reason of the operation of any law or by reason of the that any provision of this Assignment be deemed to be invalid to which Assignor and Assignee are parties. In the event The parties hereby waive, defend, defend by jury in any action

deemed fit. the powers hereunder, at any time or times that shall be of the terms, provisions or conditions hereof, and exercise right, power and authority to enforce this Assignment or any agents or attorneys, successors, or assigns shall have full rights under the terms hereof, but Assignee or Assignee's construed or deemed to be a waiver of any of Assignee's for any period of time, at any time or times, shall not be of the terms, provisions, and conditions of this Assignment agents or attorneys, successors or assigns to make use of any The failure of Assignee or any of the Assignee's

assignee administrators, legal representatives, successors and parties hereto and their respective executors, shall be binding upon and inure to the benefit of each of the running with the land, shall be assignable by Assignee and This Assignment shall be construed as a covenant

Mortgage. Any default on the part of Assignor hereunder shall constitute a default of Assignor under the Note and

under the terms thereof, and any of the above acts, if done without the written consent of the Assignee, shall be null and void.

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Property of

Attest: _____
 Assistant Trust Officer

By: _____
 Vice-President Trust Officer

AMERICAN NATIONAL BANK AND TRUST
 COMPANY OF CHICAGO,
 as Trustee as aforesaid and not
 personally

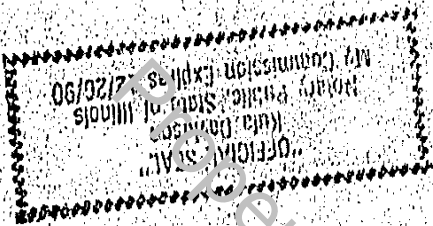
IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST
 COMPANY OF CHICAGO, not personally but as Trustee as
 aforesaid, has caused these presents to be signed by its
 Vice-President Trust Officer, and its corporate seal to be
 hereunto affixed and attested by its Assistant Trust Officer
 the day and year first above written.

authority conferred upon and vested in it as such Trustee
 (and said AMERICAN NATIONAL BANK AND TRUST COMPANY OF
 CHICAGO hereby warrants that it possesses full power and
 authority to execute this instrument), and it is expressly
 understood and agreed that nothing herein contained or in
 said Note contained shall be construed as creating any
 liability on said Assignor or on said AMERICAN NATIONAL
 BANK AND TRUST COMPANY OF CHICAGO personally to pay the
 said Note or any interest that may accrue thereon, or any
 indebtedness accruing hereunder, or to perform any covenant
 either express or implied herein contained, all such
 liability, if any, being expressly waived by Trustee and by
 every person now or hereafter claiming any right or security
 hereunder.

8921268

BOX 333 - WJ

This document prepared by:
Richard C. Jones Jr.
Dardick & Denlow
737 North Michigan Avenue
Suite 1250
Chicago, Illinois 60611
(312) 944-7900



Handwritten initials

My Commission Expires:

Notary Public

Handwritten signature of Kula Davidson

GIVEN under my hand and Notarial Seal this _____ day of _____, 1989.

I, KULA DAVIDSON, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that P. JOHANSEN, Vice-President-Trust Officer of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and J. Michael Holton, Assistant Trust Officer of said Bank, who are 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 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS

COUNTY OF COOK

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Property of Cook County Clerk's Office

Legal Description

EXHIBIT "A"

Lots 5, 6, 7, 8 and 9 in Block 16 in Lincoln Avenue Gardens a
 Subdivision of part of the North 1/2 of the South West 1/4 of
 Section 35, Township 41 North, Range 13 East of the Third
 Principal Meridian in Cook County, Illinois.

TAX I.D. NO.: 10-35-312-005/006/007/008 AND 10-35-312-015

COMMON ADDRESS: 6649 North Lincoln Avenue
 Lincolnwood, Illinois

Property of Cook County Clerk's Office

WILSONWOOD, ILLINOIS
COMMON NUMBER: 0013 WILSON WILSON WILSON
10-22-375-00010001000 1000 1000 1000
Acquired by transfer to Cook County, Illinois
Section 12, Chapter 41, Illinois Code of Civil Procedure
jurisdiction of both of the parties to the suit, and the
court of the 1st and 2nd blocks to the parties and the court.

Under description

EXHIBIT A