

Box 333

1

PREPARED BY: *Handwritten signature*
COAKLEY & SMITH, #12661
WILLIAM M. SMITH
9400 S. Cicero Avenue, Suite 304
Oak Lawn, IL 60453

COMMONLY KNOWN AS: 10115 S. Halsted, Chicago, Illinois 60628

PERMANENT INDEX NOS. 25-09-316-006, 25-09-316-007 and 25-09-316-008.

LOTS 41, 42 AND 43 IN BLOCK 40 IN EAST WASHINGTON HEIGHTS, A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 AND ALL OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LAYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 9 AFORESAID) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 10133 E. Halsted Street, Chicago, Illinois 60628

PERMANENT INDEX NOS. 25-09-316-010 Lot 39, 25-09-316-011 Lot 38, 25-09-316-012 Lot 37, 25-09-316-013 Lot 36, 25-09-316-014 Lot 35, 25-09-316-015 Lot 34, 25-09-316-016 Lot 33, 25-09-316-017 Lot 32, 25-09-316-018 Lot 31, and 25-09-316-019 Lot 30.

LOTS 30 TO 39 (BOTH INCLUSIVE) IN BLOCK 40 IN EAST WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS the undersigned has executed a Mortgage (hereinafter referred to as "Mortgage") of even date herewith to Mortgagee, conveying the real estate legally described as:

This Assignment of Rents made this 30th day of August, 1990, by and between BEVERLY TRUST COMPANY AS TRUSTEE UNDER A TRUST AGREEMENT DATED JUNE 15, 1987, AND KNOWN AS TRUST #8-8328, and BEVERLY BANK, an Illinois banking corporation.

ASSIGNMENT OF RENTS

\$1,400,000.00
Chicago, Illinois

90446396

1MD/8204ASGR/dd

90446396

1990 SEP 13 AM 11:13

COOK COUNTY CLERK

90446396

72 723896

3

UNOFFICIAL COPY

I

Box 333

COOK COUNTY, ILLINOIS
COUNTY CLERK
COURT HOUSE
CHICAGO, ILLINOIS

ILLINOIS
COUNTY CLERK

COOK COUNTY, ILLINOIS
INDEX NO. 32-03-318-008

IN COOK COUNTY, ILLINOIS
THE SOUTHWEST CORNER OF THE WEST HALF OF SECTION 20
TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, AND THE SOUTHWEST CORNER OF SECTION 20
BEING A SUBDIVISION OF THE WEST HALF OF THE NORTH
HALF OF SECTION 20 IN BLOCK 40 IN EASEL MOUNTAIN

ILLINOIS
COUNTY CLERK

COOK COUNTY, ILLINOIS
INDEX NO. 32-03-318-013 FOR 30
32-03-318-014 FOR 31
32-03-318-015 FOR 32
32-03-318-016 FOR 33
32-03-318-017 FOR 34
32-03-318-018 FOR 35
32-03-318-019 FOR 36
32-03-318-020 FOR 37
32-03-318-021 FOR 38
32-03-318-022 FOR 39
32-03-318-023 FOR 40

IN COOK COUNTY, ILLINOIS
THE SOUTHWEST CORNER OF THE WEST HALF OF SECTION 20
TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, BEING A SUBDIVISION OF THE WEST HALF
OF SECTION 20 (BOTH FISCAL YEARS) IN BLOCK 40 IN EASEL

AND THE SOUTHWEST CORNER OF SECTION 20
TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
MERIDIAN, BEING A SUBDIVISION OF THE WEST HALF
OF SECTION 20 (BOTH FISCAL YEARS) IN BLOCK 40 IN EASEL

COOK COUNTY, ILLINOIS
INDEX NO. 32-03-318-024 FOR 41
32-03-318-025 FOR 42
32-03-318-026 FOR 43
32-03-318-027 FOR 44
32-03-318-028 FOR 45
32-03-318-029 FOR 46
32-03-318-030 FOR 47
32-03-318-031 FOR 48
32-03-318-032 FOR 49
32-03-318-033 FOR 50

OFFICE OF THE CLERK

32-03-318-034

CHICAGO, ILLINOIS
00,000,004,12

COOK COUNTY, ILLINOIS

1/21

90446396

NOW THEREFORE, the Undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Mortgage, and in consideration of the sum of TEN AND NO/100ths (\$10.00) DOLLARS and other good and valuable consideration, to the Undersigned in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and

WHEREAS, the Undersigned is desirous of further securing the Mortgage and the indebtedness now due and to become due to the Mortgagee secured by the Mortgage or otherwise.

and given to secure a Note of the Undersigned in the principal sum of ONE MILLION FOUR HUNDRED THOUSAND AND NO/100THS (\$1,400,000.00) DOLLARS and BEVERLY BANK (hereinafter called the "Mortgagee"), is the legal owner and holder of the Note and Mortgage; and

3. LOTS 40, 45 AND 46 (EXCEPT THAT PART OF SAID LOTS 45 AND 46 LYING WEST OF THE LINE 50 FEET EAST OF AND PARALLEL WITH WEST LINE OF SECTION 9) IN BLOCK 40 IN EAST WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 AND THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
 PERMANENT INDEX NOS. 25-09-316-003, 25-09-316-004 and 25-09-316-009.
 COMMONLY KNOWN AS: 10101-05 S. Halsted, Chicago, Illinois 60628
4. LOTS 5, 6, 7 AND 8 IN PAUL STEINBRECHER AND COMPANY'S HALTED AND 103RD STREET SUBDIVISION OF BLOCK 16 IN HITT'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
 PERMANENT INDEX NOS. 25-08-431-019, 25-08-431-020, 25-08-431-021 and 25-08-431-022.
 COMMONLY KNOWN AS: 10216 S. Halsted, Chicago, Illinois 60628

UNOFFICIAL COPY

...and assignment of all the said debts and
 ...to be paid the intention hereby to establish an
 ...of the mortgage ... or may be ...
 ...of any ... or of any ...
 ...and ... and ...
 ...and ...
 ...and ...
 ...and ...

00000000

...and ...
 ...and ...
 ...and ...

...and ...
 ...and ...
 ...and ...

ILLINOIS 60628
 COMMONLY KNOWN AS: 1031 2' ...
 32-08-431-001 AND 32-08-431-002'
 REFERENCE INDEX NO: 32-08-431-010 32-08-431-020'

...
 ...
 ...
 ...

ILLINOIS 60628
 COMMONLY KNOWN AS: 10101-02 2' ...
 AND 32-08-310-003'
 REFERENCE INDEX NO: 32-08-310-003 32-08-310-004

...
 ...
 ...
 ...

ALTHOUGH IT IS THE INTENTION OF THE PARTIES THAT THIS ASSIGNMENT OF RENTS SHALL BE A PRESENT ASSIGNMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED, ANYTHING HEREIN CONTAINED TO THE CONTRARY NOTWITHSTANDING, THAT THE MORTGAGEE SHALL NOT EXERCISE ANY OF THE RIGHTS AND POWERS CONFERRED UPON IT HEREIN UNTIL AND UNLESS A DEFAULT SHALL OCCUR IN THE PAYMENT OF INTEREST OR PRINCIPAL DUE UNDER THE NOTE SECURED BY THE ABOVE-DESCRIBED MORTGAGE OR IN THE PERFORMANCE OR OBSERVANCE OF ANY OF THE CONDITIONS OR AGREEMENTS OF ANY INSTRUMENT NOW OR AT ANY TIME SECURING SAID NOTE OR THE DEBT SECURED OR EVIDENCED THEREBY OR BY ANY EXTENSION THEREOF AND NOTHING HEREIN CONTAINED SHALL BE DEEMED TO AFFECT OR IMPAIR ANY RIGHTS WHICH THE MORTGAGEE MAY HAVE UNDER SAID NOTE AND MORTGAGE OR ANY OTHER INSTRUMENTS HEREIN

50446396

The Undersigned further agrees to assign and transfer to the Mortgagee all future Leases upon all or any part of the above-described premises and to execute and deliver, immediately upon the request of the Mortgagee, all such further assurances and assignment in the premises as the Mortgagee shall from time to time require.

NOTHING HEREIN CONTAINED shall be construed as constituting the Mortgagee a "mortgagee-in-possession" in the absence of the taking of actual possession of the said premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Undersigned.

The Undersigned represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above-described premises for more than one (1) installment in advance and that the payment of none of the rents to accrue for any portion of said premises has been or will 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 above-described premises.

Understands and hereby appoints irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avals, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

UNOFFICIAL COPY

shall under said note and mortgages or any other instruments herein
granted to either or jointly and severally with the mortgagor may
and execution thereof and nothing herein contained shall be
construed as a release of the debt secured or evidenced thereby or of
conditions or covenants of any instrument now or at any time
mortgage or in the performance or observance of any of the
provisions hereunder the note secured by the above-described
mortgage and herein contained shall be the balance of interest or
any of the terms and powers conferred upon it herein until and
including the maturity thereof, that the mortgagor shall not exercise
any power of redemption and agree, and shall be deemed to have
agreed, that the mortgage shall be a present assignment, it is
understood that it is the intention of the parties that this

assignment shall be in full force and effect from time to
time and the mortgagor shall not exercise any power of redemption
and shall not exercise any power of redemption, immediately upon
the date of this agreement and shall not at any time of the above-
described mortgage shall be deemed to have assigned and transfer to the

beneficiary herein expressly made and assigned by the undersigned
shall be deemed to have assigned and assigned the mortgage, all such
assignments of the benefits herein assigned the mortgagor, no part of
the benefits herein assigned the mortgagor, in the presence of the
mortgagor a "mortgage-in-possession" in the presence of the
mortgagor shall be deemed to have assigned and assigned

above-described mortgage:
of and all interest and balance in possession of any portion of the
mortgage by the undersigned, the undersigned makes and hereby
assigns, conveys, or conveys, or conveys or conveys or
any portion of any premises has been or will be made,
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for

and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for
and shall be deemed to have assigned and assigned the mortgage for

UNOFFICIAL COPY

THE MORTGAGEE SHALL NOT be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said premises, and the Undersigned shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases 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 it by reason of any alleged obligations or undertakings on its part to perform or

IN ANY CASE in which, under the provisions of the above-described Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the Mortgagee, the Undersigned agrees to surrender to the Mortgagee and the Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may enter upon and take and maintain possession of all books, records, papers and accounts or the Undersigned or then owner of the premises relating thereto, and may exclude the Undersigned, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the Mortgagee, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avals, rents, issues, and profits of the premises, including actions for the recovery of rent, actions for forcible detainer and actions in distress for rent, hereby granting 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 Undersigned to cancel the same, to object to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinate to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacement, alterations, additions, betterments and improvements to the above-described premises that may seem judicious, in its discretion, insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof (and to receive all such avals, rents, issues and profits).

90446396

mentioned.

UNOFFICIAL COPY

9 0 4 4 6 3 9 6

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

IT IS UNDERSTOOD AND AGREED that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to the Mortgagee, 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 therein granted.

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 above-described premises to pay all unpaid rental agreed upon in any tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

(d) to the payment of any indebtedness secured by the described Mortgage or any deficiency which may result from any foreclosure sale.

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of said premises, including the cost from time to time of placing said property in such condition as will, in the judgement of the Mortgagee, make it readily rentable;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its 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), establish claim for damages, if any, and premiums or insurance hereinabove authorized;

The Mortgagee, in the exercise of the rights and powers conferred upon it 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 the Mortgagee may determine:

said Leases. Should the Mortgagee incur any such liability, loss or damage, under said Leases or under or by reason of the assignment thereof, or in the defense of any claims or demands the Undersigned agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees, immediately upon demand.

9663946396

UNOFFICIAL COPY

upon successors and assigns of the undersigned, and any part of
national indebtedness then the same includes and shall be binding
HEREINAFTER AND MORE "undersigned" as mentioned herein, it is

assumed that the undersigned
assumed an obligation hereby and shall be commensurate with the
remedy granted in the above-described mortgage, and shall be
to the mortgage, and shall not be deemed exclusive of any of the
said assignments herein shall be deemed as a special remedy given
IT IS UNDERSTOOD AND AGREED THAT THE PROVISIONS SET FORTH IN

article of, arising from said mortgage to pay the same.
whereof herein, unless upon in any remedy to the mortgage upon
the date of any part of the above-described premises to pay all
interest due and every present and future interest or interest of
the undersigned does further specifically authorize and
authorize said

undersigned mortgage of any deficiency after any receipt from any
(a) to the payment of any indebtedness secured by the

payment of the mortgage, make it readily available:
and to, beyond any priority, in each condition as will, in the
performance of said premises, including the cost from time to
time, interest, additions, or payments, and
(b) to the payment of all rentals, decorations, renewals,

and any other payments become due on said premises:
(c) to the payment of taxes and special assessments now due

and any other payments hereinafter authorized:
and to, beyond any priority, including claims for interest, if any, and
to the payment and expenses of seeking and procuring demands and
other claims, and to any other claims, commissions and other
claims or claims, if any, to be collected to an extent or
amount sufficient to satisfy the mortgage and the
interest, including cost of insurance and leasing thereof (after
(d) to the payment of the operating expenses of said

and any other as the mortgage may determine:
the balance to the payment of or on account of the following, in
order to use and apply the rents, issues and profits of
mortgage upon it by the assignment of rents, shall have full
the mortgage, in the exercise of the rights and powers

and any other as the mortgage may determine:
and to, including costs, expenses and reasonable attorneys,
the undersigned agrees to reimburse the mortgagee for the amount
assigned thereof, or in the defense of any claims or demands
or claims, under said lease or under or by reason of the
said lease, should the mortgagee incur any such liability, loss
discharge any of the terms, covenants or agreements contained in

30170330

50446396

Parties holding title to the above-described premises by, through or under the Undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the above-described Note.

IT IS EXPRESSLY UNDERSTOOD that no judgment or decree, 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 indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues, and profits of the property, or by the Undersigned, or until such time as this Instrument may be voluntarily released. 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 indebtedness secured by the above-described Mortgage is fully satisfied before the expiration of any period of redemption.

This assignment of rents is executed by said Undersigned 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 the Undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said Undersigned, either individually or as Trustee aforesaid, 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, it any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, it any.

UNOFFICIAL COPY

7 0 4 4 6 3 9 6

2

80446396

Property of Cook County Clerk's Office

BY: *Barbara Young*
TRUST OFFICER

BY: *Robert Johnson*
TRUST OFFICER

BEVERLY TRUST COMPANY AS TRUSTEE
UNDER A TRUST AGREEMENT DATED
JUNE 15, 1987 AND KNOWN AS TRUST
#8-8328,

IN WITNESS WHEREOF the Undersigned has hereunto affix his
signature and seal the day and year first above written.

UNOFFICIAL COPY

20110228

Property of Cook County Clerk's Office

FILE: _____

VALUED:

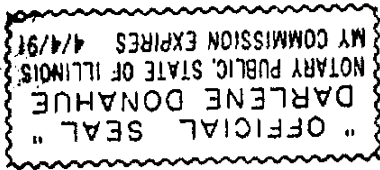
BY: _____

88-9218
THIS IS A COPY AND KNOWN AS SUCH
UNDER A COURT AGREEMENT DATED
BEFORE THE COURT COMPANY AS JUDGE

THIS IS A COPY AND KNOWN AS SUCH UNDER A COURT AGREEMENT DATED BEFORE THE COURT COMPANY AS JUDGE

UNOFFICIAL COPY

9 0 4 4 6 3 9 6



90446396

My commission expires:

Darlene Donahue
NOTARY PUBLIC

September, 1990.

GIVEN under my hand and Notarial seal this 12TH day of

Corporation, for the uses and purposes therein set forth.

voluntary act and as the free and voluntary act of said

seal of said Corporation to said instrument as his own free and

the corporate seal of said Corporation, did affix the corporate

custodian of the corporate seal of said Corporation, did affix

then and there acknowledged that he, as

the uses and purposes therein set forth; and the said TRUST OFFICER

act and as the free and voluntary act of said Corporation, for

and delivered the said instrument as their own free and voluntary

before me this day in person and acknowledged that they signed

and *BARBARA YOUNG*, respectively, appeared

Fairview Lapsford of *Brewery Trust Co.*

for said county, in the state aforesaid, DO HEREBY CERTIFY, that

I, *THE UNDERSIGNED*, Notary Public in and

STATE OF ILLINOIS
)
COUNTY OF COOK
)
SS.

UNOFFICIAL COPY

8

NOTARY PUBLIC STATE OF ILLINOIS
DARGENE DONAHUE
OFFICIAL SEAL

BY COMMISSION EXPIRES: _____

NOTARY PUBLIC

2024400E

1990

[The following text is mirrored/bled through from the reverse side of the page and is difficult to read due to the orientation and image quality.]

COOK COUNTY

STATE OF ILLINOIS

DO HEREBY CERTIFY THAT

COOK COUNTY
STATE OF ILLINOIS