

UNOFFICIAL COPY 1990 OCT 16 PM 2:50 905 04360

90504360

LEASE AND RENT ASSIGNMENT

15.00

For the purpose of further securing the Note dated October 27, 1989 made by Cosmopolitan National Bank of Chicago as Trustee under Trust Agreement dated October 23, 1989 and known as Trust #29339/and Mark C. Brun and Carole A. Brun

payable to BEARER in the principal amount of One-hundred eighty-five thousand and no/100-----DOLLARS (\$ 185,000.00)

secured by Trust Deed bearing even date with said Note, whereby Cosmopolitan National Bank of Chicago as Trustee under Trust Agreement dated October 23, 1989 and known as Trust #29339 and Mark C. Brun and Carole A. Brun conveyed to

LASALLE BANK LAKE VIEW

described real estate: Parcel 1: Lot 127 in John P. Aligold's Subdivision of Blocks 1,2,3,4,7 and the half block 6 in the subdivision of that part lying Northeasterly of the center of Lincoln Avenue of the North West 1/4 of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.#14-29-105-032-0000

Parcel 2: West 30 feet, of East 60 feet, of lot 4 in Block 4 in Oliver L. Watson's Addison Ave. Addition to Chicago being a Subdivision of Northwest 1/4 of Southwest 1/4 of Section 20, Township 40 North, Range 13 lying East of the Third Principal Meridian in Cook County, Illinois.

P.I.#13-20-305-038-0000

This is a junior mortgage as to Parcel 2 only. LASALLE BANK LAKE VIEW

(hereinafter called the "Bank"), of the loan evidenced by said Note, the undersigned does hereby assign, transfer and set over unto the Bank all the right, title and interest of the undersigned in, to and under all leases of any and every kind now or hereafter existing with respect to said real estate or any part thereof.

together with all rents accrued and to accrue under each and all of said leases and all other rents at any time arising out of said real estate, hereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said Note or said Trust Deed or this Assignment, but no instalment of rent shall ever be collected by the undersigned in advance of its due date. This Assignment shall remain in full force and effect until all indebtedness secured by said Trust Deed has been paid in full

The undersigned does further hereby covenant and agree with the Bank that until said indebtedness has been paid in full, the undersigned upon the Bank's request will furnish to it true copies of all of said leases and will make, sign and deliver to the Bank such other and additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any time arising out of said real estate.

Until the Bank shall notify the lessee or lessees under said lease or leases and tenant or tenants of said real estate that there has been a default under said Note or said Trust Deed or this Assignment, such lessee or lessees and tenant or tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no instalment of rent shall ever be paid to the undersigned in advance of its due date.

In the event of any default under said Note or said Trust Deed or this Assignment, the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and

723008

90504360

UNOFFICIAL COPY

9 0 5 0 4 3 6 0

upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the name(s) of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under said lease or leases, and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, but the Bank shall not be responsible for the performance of any of the covenants of the lessor or lessors of the lessee or lessees in said lease or leases or for the performance of any of the obligations of the landlord nor for the collection of any such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal, or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Trust Deed

If the Bank shall negotiate or transfer said Note, it may assign all its right, title and interest hereunder to the holder or transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned

If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the term "the undersigned" shall be taken to refer to each and all the signers

If this instrument is signed by a Trustee, it shall not be 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 or Notes, or Trust Deed contained shall be construed as creating any liability on the said Trustee, either individually or as Trustee aforesaid, personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant, either expressed or implied herein or in said Notes or Trust Deed contained, all such liability if any, being expressly waived by the holder of said Note or Notes and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing thereunder shall look solely to the premises above described for the payment thereof, or to the personal liability of any guarantor thereon.

IN WITNESS WHEREOF, Cosmopolitan National Bank of Chicago, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer this 27th

day of October 1990

Cosmopolitan National Bank of Chicago
AS TRUSTEE AS AFORESAID AND NOT PERSONALLY

By: Andrew H. Dobzyn
Its Asst. Vice President

ATTEST: Sandra Steffens
Its Trust Officer

90504360

STATE OF ILLINOIS)
COUNTY OF Cook

I, the undersigned a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Andrew H. Dobzyn, Asst. Vice President of the The Cosmopolitan National Bank and Sandra Steffens 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 and 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 Trust Officer then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her 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

GIVEN under my hand and Notarial Seal this 15th day of October 19 90

Linda Davis
Notary Public

