

# UNOFFICIAL COPY

LEASE AND RENT ASSIGNMENT

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For the purpose of further securing the Note dated November 13, 1990

made by Heriberto J. Montes, and Prudencia Z. Montes, his wife and payable

to First State Bank of Chicago in the

principal amount of One Hundred Twenty Seven Thousand Seven Hundred Fifty & 00/100ths Dollars

secured by Trust Deed/Mortgage bearing even date with said Note, whereby,

conveyed to Parkway Bank and Trust Company, as Trustee, the following described

Real Estate:

Lots 1 and 2 in Block 2 in John F. Thompson's Armitage Avenue Subdivision  
in the West 1/2 of the Southwest 1/4 of the North West 1/4 of Section 34,  
Township 40 North, Range 13, East of the Third Principal Meridian, in  
Cook County, Illinois

4705 W. Palmer Ave. Chicago, IL  
PIN: 13-34-15-029-0000

COOK COUNTY, ILLINOIS  
FILED FOR RECORDS

1990 NOV 27 PM 3:14

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THIS INSTRUMENT PREPARED BY  
**AUDREY RICHMOND**  
4646 N. CUMBERLAND AVE.  
CHICAGO, IL 60656

13<sup>00</sup>

and in consideration of the making by FIRST STATE BANK OF CHICAGO, (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 installment 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 leases 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 leasees and tenant or tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no installment of rent shall ever be paid to the undersigned in advance of its due date.

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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 upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the names 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 lessees in said lease or leases or for the performance of any of the obligations of the landlord, not 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.

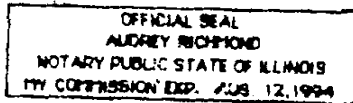
If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the term "the undersigned" shall be taken to refer to each and all of the signers.

Dated this 13th day of November, 1990
Heriberto J. Montes (SEAL) Prudencia Z. Montes (SEAL)
(Heriberto J. Montes) (Prudencia Z. Montes)
(Seal) (SEAL)

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 Heriberto J. Montes and Prudencia Z. Montes his wife personally known to me to be the same Person whose name s subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the use and purposes therein set forth.

Given under my hand and notarial seal this 13th day of November 19 90



(Notary Public)

STATE OF )
COUNTY OF )

I, a Notary Public in and for said County in the State aforesaid, do hereby certify that President of the and Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, 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 company, for the uses and purposes therein set forth, and the said Secretary then and their acknowledged that as custodian of the Corporate Seal of said Company, did affix the Corporate Seal of said Company to said instrument as own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of 19

(Notary Public)

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