

# UNOFFICIAL COPY

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## ASSIGNMENT OF RENTS AND LEASES

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1/25/91  
*1/25/91*  
This Indenture made this 29th day of November, 1990, by and between COSMOPOLITAN NATIONAL BANK OF CHICAGO, as Trustee under Trust Agreement dated March 1, 1989 and known as Trust Number 29018, (hereinafter referred to as "Borrower") and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, (hereinafter referred to as "Lender").

### W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Lender and in evidence of such debt, has executed and delivered to Lender a Note in the principal amount of Six Hundred Forty-five Thousand (\$645,000) Dollars secured by a Mortgage of even date herewith covering real estate in Cook County, Illinois and related fixtures, equipment and personal property (hereinafter referred to as "Premises") described in Exhibit "A" attached hereto and by this reference made a part hereof;

NOW, THEREFORE, in consideration of the loan referred to above, Borrower hereby grants, transfers and assigns unto Lender all the right, title and interest of Borrower in and to all of the easements, rents, issues, profits, revenues, royalties, rights and benefits (herein collectively referred to as "Rents") of and from the Premises, and to that end, Borrower hereby transfers and assigns unto Lender all leases of all or part of the Premises now existing or hereafter made, executed or delivered, whether oral or written, together with any and all renewals, extensions and modifications thereof and any guarantees of the Lessee's obligations under any thereof (all of said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as the "Leases") for the purpose of securing the payment of the Note, the Mortgage or this Assignment, however and whenever incurred, whether direct or indirect, absolute or contingent, due or to become due, including any and all extensions, modifications or renewals of the Note, the Mortgage or this Assignment or any debt or liability arising thereunder (herein collectively referred to as the "Debts").

This Assignment shall be in full force and effect until the Debts shall have been fully paid and satisfied.

Borrower hereby authorizes and empowers Lender to collect any and all Rents as they become due and to take such measures, legal or equitable, as may be necessary to enforce collection, and hereby directs each and all of the Lessees of the Premises, or any part thereof, to pay any such Rents as may now be due or shall hereafter become due to Lender upon demand by Lender. It is understood and agreed, however, that no such demand shall be made unless and until there is an event of default under the Note and Mortgage, after the notice therein required. Lessees shall pay the Rents to Lender upon such demand without further inquiry, and payment to Lender

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shall be a full defense by any such Lessee to any claim for said Rents by Borrower, regardless of any defense or counterclaim Borrower might have against Lender. Until such demand is made, Borrower is authorized to collect the Rents; provided, however, Borrower shall not collect any Rents more than one month in advance without the written consent of Lender, except for customary deposits as security for the performance of the Lessee's thereunder (herein the advanced payment of the final month's Rent under a lease if the same be intended as, or in lieu of, a security deposit shall be considered a security deposit).

This Assignment shall inure to the benefit of Lender as holder of the Note, and to Lender's assigns and successors in interest.

IN WITNESS WHEREOF, COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Trust Officer.

COSMOPOLITAN NATIONAL BANK OF CHICAGO not personally but as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Trust Officer.

Dated March 1, 1985 and known as Trust No. 29018

By: *John J. Murphy*  
Asst. President

Attest:

*John J. Murphy*  
ADMINISTRATIVE SECRETARY  
Trust Officer



UNION NATIONAL BANK  
MS. Lesley Ware 12  
Attn: Ms. Lesley Ware  
W.T. Murphy Park, Land  
4747 W. Trumbull Chicago IL  
4747 W. Trumbull Chicago IL  
30625939

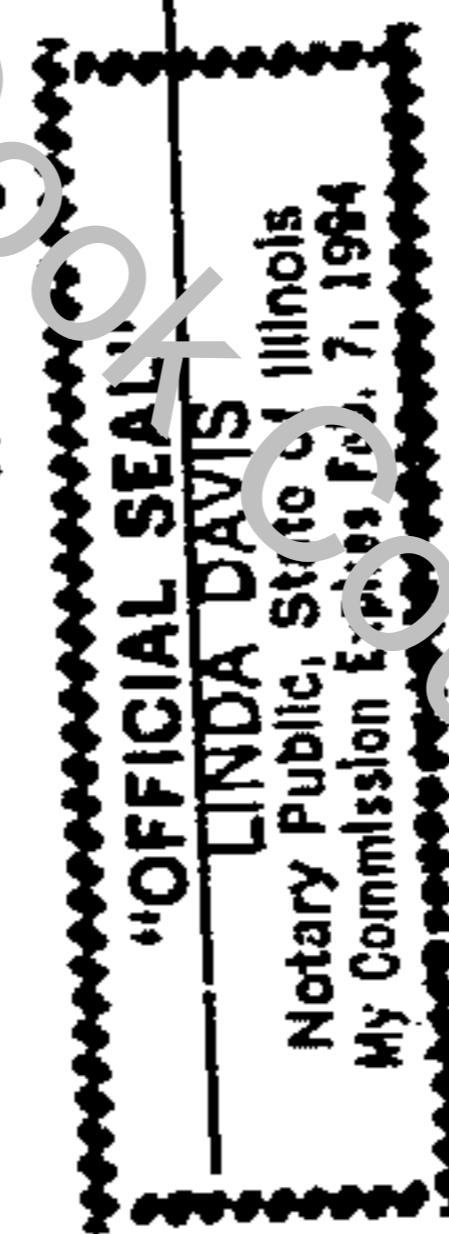
STATE OF ILLINOIS }  
COUNTY OF COOK }

I, Linda Davis, ss

I, DO HEREBY CERTIFY THAT, Andrew H. Dobzyn, Asst.  
County, President of COSMOPOLITAN NATIONAL BANK OF CHICAGO, and  
vice President of Sandra Steffens, Trust, Assistant Secretary of said Company, who are  
personally known to me to be the same person(s) whose name(s) are  
subscribed to the foregoing instrument as such Vice President and  
Assistant 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, as Trustee as aforesaid, for the  
purposes and purposes therein set forth; and as custodian of the  
corporate seal of said Company, did affix the corporate seal of  
said Company to said instrument as his own free and voluntary act  
and as the free and voluntary act of said Company as Trustee as  
aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 28th day of November, 1990.

Linda Davis  
Notary Public  
Cook County Clerk's Office



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Property of Cook County Clerk's Office

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EXHIBIT "M"

LEGAL DESCRIPTION

Units 61-G3 inclusive, 101-109 inclusive, 201-209 inclusive, 301-309 inclusive together with their undivided percentage interest in the common elements in Redgate Court Condominium as delineated and defined in the Declaration recorded as document number 25B93505, in the Southeast 1/4 of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Said premises more commonly known as: 2534 North Kedzie, Chicago, Illinois 60647.

P.I.N.: 13-26-422-031-1001 (G1); 13-26-422-1002 (G2);  
13-26-422-031-1003 (G3);  
13-26-422-031-1004 (unit 101); 13-26-422-031-1005 (unit 102);  
13-26-422-031-1006 (unit 103); 13-26-422-031-1007 (unit 104);  
13-26-422-031-1008 (unit 105); 13-26-422-031-1009 (unit 106);  
13-26-422-031-1010 (unit 107); 13-26-422-031-1011 (unit 108);  
13-26-422-031-1012 (unit 109); 13-26-422-031-1013 (unit 201);  
13-26-422-031-1014 (unit 202); 13-26-422-031-1015 (unit 203);  
13-26-422-031-1016 (unit 204); 13-26-422-031-1017 (unit 205);  
13-26-422-031-1018 (unit 206); 13-26-422-031-1019 (unit 207);  
13-26-422-031-1020 (unit 208); 13-26-422-031-1021 (unit 209);  
13-26-422-031-1022 (unit 201); 13-26-422-031-1023 (unit 202);  
13-26-422-031-1024 (unit 203); 13-26-422-031-1025 (unit 204);  
13-26-422-031-1026 (unit 205); 13-26-422-031-1027 (unit 206);  
13-26-422-031-1028 (unit 207); 13-26-422-031-1029 (unit 308);  
13-26-422-031-1029 (unit 309);  
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