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THIS INSTRUMENT WAS PREPARED BY BOOK COUNTY, ILLINOIS
AND SHOULD BE RETURNED TO: FILED FOR RECORD

Angela A. Raimondi
Heritage Bank
7501 Lemont Road
Woodridge, Illinois 60517
Box 333

MAR 15 AM 11:25

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ASSIGNMENT OF RENTS, LEASES AND CONTRACTS

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, Charles and Susan Lebensorger, (herein called the "Assignor"), hereby sells, assigns, transfers and conveys to Heritage Bank, its successors and assigns (the "Secured Party"), all of the right, title and interest of Assignor in, to and under any and all leases, tenancies and other agreements and contracts relating to or arising from all or any portion of the premises (hereinafter defined) whether now or hereafter existing (said leases, tenancies and other agreements being herein collectively called the "Leases"), and in and to all of the rents, issues, profits, and income whatsoever and in all of the rights, interests and privileges arising from or which may be had under any Leases now existing or which may be hereafter created (and under any extensions or renewals thereof), and all other rights, interests and privileges now existing or which may be hereafter created on or relating to the real estate described in Exhibit A attached hereto and by this reference made a part hereof, and the buildings and improvements now or hereafter located thereon (said real estate, buildings and improvements being herein referred to as the "premises"), as collateral security for:

\$17.00

(a) the payment of the indebtedness now or hereafter evidenced by that certain Secured Promissory Note in the original principal amount of \$ 140,000.00, executed by the Assignor and payable to the Secured Party as more fully set forth therein (said note, together with all notes issued in substitution or exchange therefor or in renewal thereof, as any of the foregoing may be amended, modified, or supplemented from time to time hereafter, being herein referred to as the "Note"); and

(b) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions under any document executed and delivered to the Secured Party as an inducement to the Secured Party to make the loan evidenced by the Note or securing payment of the indebtedness evidenced by the Note, including, without limitation, (i) that certain Mortgage, Assignment of Rents and Security Agreement of even date herewith, executed by the Assignor in favor of the Secured Party; (ii) that certain Construction Loan Agreement of even date herewith by and between Assignor and Secured Party, and (iii) all other instruments of security executed by any party and securing the

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indebtedness evidenced by the Note, including any guaranties given therefor (all of the documents described in this subparagraph (b) being herein called the "Security Documents"); and

(c) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions herein contained.

The obligations described in the foregoing subparagraphs (a), (b), and (c) are hereinafter sometimes collectively called the "Obligations".

Assignor will observe and perform all covenants, conditions, and agreements in the Leases or in any lease or contract now or hereafter affecting any portion of the premises or in any assignment to Secured Party of any such lease or contract on the part of the Assignor to be observed and performed thereunder.

Upon notice given by Secured Party from time to time, Assignor shall prepare and deliver to Secured Party a complete listing of all leases then in effect, such list to include with respect to each such lease, the name of the lessee, the term and rent payable, the status of the rent payments, and such other information as Secured Party shall reasonably request.

It is agreed that the Assignor shall be entitled to collect and retain the rents, issues and profits of and from the rental of the premises or any part thereof unless and until there shall be an event of default or default, as the case may be, under the Security Documents and said event of default shall be continuing, or if there shall be a failure to perform or observe any covenant, warranty, term or condition hereof (each of the foregoing being deemed an event of default hereunder). Upon the occurrence of an event of default hereunder, the Secured Party shall be entitled forthwith to take possession and control of the premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income relating to the rental of the premises, with full power to employ agents to manage the premises, and to do all acts relating to such management, including, but not limited to, negotiation of new Leases thereon, making adjustments of existing Leases, contracting and paying for such improvements, repairs and replacements to the buildings and fixtures, equipment and personal property located therein and used in any way in the operation, use and occupancy of the premises as in the sole judgment and discretion of the Secured Party may be necessary to maintain the same in a tenantable and marketable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of the Secured Party may be necessary to maintain a proper rental income from the premises, employing necessary maintenance employees,

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purchasing fuel, providing utilities and paying all other necessary expenses incurred in the operation of the premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor and applying the net rents, issues, profits and income so collected from the premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of the Secured Party, in connection with the premises and the operation thereof, and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Note or the Security Documents (or any of them).

In the event of an event of default, the Assignor agrees to endorse and deliver to the Secured Party, all then existing Leases as the Secured Party may from time to time request. Without limiting the provisions of the immediately preceding sentence, and whether or not the Assignor endorses and/or delivers said Leases to the Secured Party as aforesaid, this Assignment shall be deemed to be an assignment of all Leases to the Secured Party. The provisions hereof shall not limit the effect of any assignments of particular Leases in fact given to the Secured Party by Assignor.

It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon the Secured Party, nor for the performance of any of the terms and conditions of any Leases assigned hereunder, nor shall it operate to make the Secured Party responsible or liable for any waste committed on the premises by the tenants or any other party or for any dangerous or defective condition of the premises or for any negligence in the management, upkeep, repair, alteration or control of the premises resulting in loss or injury to any tenant, invitee, licensee, employee or stranger.

The acceptance of this Assignment and the collection of the rents hereby assigned in the event of an event of default shall be without prejudice to and shall not constitute a waiver on the part of the Secured Party or of any of the Secured Party's rights or remedies under the terms and conditions of the Note, or the Security Documents, at law or in equity, or otherwise.

The Secured Party may, at its option, upon an event of default, notify any tenants or other parties of the existence of this Assignment.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for

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herein shall not be construed as a waiver of any of the other remedies of the Secured Party.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns, and all obligations of Assignor hereunder shall bind its respective successors and assigns. The Assignor agrees that if the Secured Party gives notice to the Assignor of an assignment of said rights, upon such notice the liability of the Assignor to the assignee shall be immediate and absolute. The Assignor will not set up any claim against the original or any intervening secured party as a defense, counterclaim or setoff to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

If the Assignor consists of more than one person or entity, the liability of each hereunder shall be joint and several.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Rents, Leases and Contracts as of the 31st day of March, 1992.

x Charles H. Lebensorger
Charles Lebensorger
x Susan Lebensorger
Susan Lebensorger

ATTEST:

Giuseppe J. Rainaldi
Title: Comptroller in Charge
Administration

Heritage Bank

By: Amy Holladay
AV President

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
COUNTY OF Cook) SS.

I, Michael O'Donnell, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Charles H. Lebansore and Susan Lebansore who (is) (are) personally known to me to be the same person(s) whose name(s) (is) (are) 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 own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of March, 1992.

SEAL
"OFFICIAL SEAL"
Michael O'Donnell
Notary Public, State of Illinois
My Commission Expires 4/12/93

Michael O'Donnell
Notary Public
My Commission Expires 4-12-93

STATE OF ILLINOIS)
COUNTY OF DuPAGE)

I, SALLY A. MORLOCK, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that the above named Amy Holloway, A.V. President of Heritage Bank, an Illinois banking association (the "bank"), and Angela A. Raimondi, Commercial Loan Administrator, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such A.V. President and Com. Loan Administrator, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and the said Com. Loan Administrator then and there acknowledged that he, as custodian of the seal of said bank did affix the seal of said bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of March, 1990.

(SEAL)
"OFFICIAL SEAL"
Sally Ann Morlock
Notary Public, State of Illinois
DuPage County, Illinois
My Commission Expires June 9, 1991

Sally Ann Morlock
Notary Public
My Commission Expires: June 9, 1991

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EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

Street Address: 12801 Archer Avenue, Lemont IL 60439

PIN # 22 33 202 020 0000

That part of Lot 12 in County Clerk's Division of Section 33, Township 37 North, Range 11, East of the Third Principal Meridian as per plat recorded in the recorder's office on April 30, 1880, as Doc#269446 described as follows: Commencing at a point on the East Line of Said Lot 12 which is 279.97 feet northerly of the south East corner of said lot 12; thence running northwesterly a Distance of 337.21 Feet to a point on the Center line of Archer Avenue, Said point being 258.37 Ft Southwesterly from the Intersection of the said center line of Archer avenue and the east line of said Lot 12; Thence Southwesterly along the said center line of Archer avenue 150 ft To the place of Beginning; thence SE at an angle of 90 Degrees with the center line of Archer Aven a distance of 354.76 ft to a point on a line 175 ft. N of and parallel with the southLine of Lot 12; Thence W on said parallel line 66.60 feet; Thence south on a line parallel to the east line of lot 12, 158.95 ft. Thence NW to a point in the center line of Archer Avenue, 150 ft to the Place of Beginning in Cook County, Illinois.

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