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ASSIGNMENT OF RENTS AND LEASES

(HARRIS TRUST & SAVINGS BANK AS TRUSTEE U/T/A NO. 94689, DATED 3/9/90)

THIS ASSIGNMENT, made this 28th day of March, 1990, is by and between Harris Trust & Savings Bank as Trustee U/T/A NO. 94689, dated 3/9/90 whose address is 100 S. LaGrange Road, LaGrange, IL (hereinafter called "Borrower"), and the First National Bank of LaGrange whose address is 620 W. Burlington Avenue, LaGrange, IL 60525 (hereinafter called "Assignee"). Borrower is hereafter collectively called the "Assignor".

Case # 18-09-315-035 ~~004~~

W I T N E S S E T H

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto assignee all right, title and interest of the Borrower in, to and under any leases of the real estate at 100 S. LaGrange Road, LaGrange, IL whether now in existence or hereafter entered into, and all guarantys, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Premises.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note ("Note") of Borrower of even date herewith in the principal sum of THREE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$320,000.00) and secured by a certain Mortgage ("Mortgage") of even date herewith encumbering the Premises; and

B. The payment of all other sums with interest thereon

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becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

Assignor covenants and agrees with Assignee as follows:

1. That the sole ownership of the entire lessor's interest in the Leases is or shall be vested in Borrower and that Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3. That none of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered nor any term or condition thereof be waived without the prior written approval of the Assignee.

4. That there are no defaults now existing on any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

5. That Assignor shall give prompt notice to Assignee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the Borrower, together with a complete copy of any such notice.

6. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

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7. That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

8. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

The parties further agree as follows:

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default has occurred under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Borrower hereby ^{CONSENT WITH} irrevocably appoint Assignee ^{may} their true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the

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payment of the rents, income and profits. Lessees of the premises are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating and Premises and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorney's fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases

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and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, or for and dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the

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By the undersigned power is hereby given to the undersigned any liability of the undersigned and the undersigned Savings Bank, which is hereby made a part hereof.

above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

The term "Assignor", "Assignee" and "Borrower" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

BY:

Harris Trust & Savings Bank
as Trustee U/T/A No. 94689,
dated 3/9/90 and not individually

ATTEST

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LOT 1 AND THE VACATED ALLEY LYING WEST AND ADJOINING THE SOUTH 50 FEET OF LOT 1 IN LA GRANGE PROPERTIES, INC. RESUBDIVISION OF LOTS 3, 4 AND 5 IN BLOCK 8 IN ALBERT ANDERSON'S SUBDIVISION OF THE NORTH 25 ACRES OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN; AND LOTS 1 AND 2 IN BLOCK 4 IN H.O. STONE AND COMPANY'S FIFTH AVENUE MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 25 ACRES THEREOF) IN SECTION 9 AFORESAID, IN COOK COUNTY, ILLINOIS

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It is expressly understood and agreed by and between the parties hereto, including herein to the contrary, notwithstanding, that each and all of the warranties, representations, covenants, undertakings, acknowledgments and agreements herein made on the part of the Harris Trust and Savings Bank while in full payment to be the warranties, representations, covenants, undertakings, acknowledgments and agreements of the Harris Trust and Savings Bank are hereby accepted and approved by the undersigned parties as personal acts of the said parties and not as acts of the Harris Trust and Savings Bank and as such the said parties are not to be bound by the provisions of the deed or any other instrument with reference to the said premises but only by the provisions of this deed and the provisions of this deed shall control in the event of any conflict between the provisions of this deed and the provisions of any other instrument with reference to the said premises and the provisions of this deed shall control in the event of any conflict between the provisions of this deed and the provisions of any other instrument with reference to the said premises. The undersigned parties hereby acknowledge that the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument the provisions of this paragraph shall control.

COOK COUNTY RECORDER

1244 * 90-144730

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19.00 mail

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STATE OF ILLINOIS)
COUNTY OF COOK) 55.

I, DAWN M. LESNIAK
a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that
JAMES J. PERNER

ROBERT W. PIKUT
Vice President of the Harris Trust and Savings Bank and
Assistant Secretary

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 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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 28th day of March A.D. 1990

Dawn M. Lesniak
Notary Public

"OFFICIAL SEAL"
Dawn M. Lesniak
Notary Public, State of Illinois
Cook County
My Commission Expires 11/13/91