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A. G. F. 1
BOX 370

0599W

COLLATERAL ASSIGNMENT OF
LEASE AND RENTS

THIS ASSIGNMENT, made as of the 30th day of April, 1990, by NBD Trust Company of Illinois, Successor Trustee to The Bank and Trust Company of Arlington Heights, Trustee under Trust No. 2092-AH dated April 2, 1979 (Assignor) to NBD Bank Evanston, N.A., a national banking association, having its principal place of business in Evanston, Illinois, as Assignee;

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

WHEREAS, Assignor, to evidence and secure a loan indebtedness, has made and delivered to Assignee a promissory note of even date herewith in the principal amount of \$550,000.00, payable as in the note provided, with interest as therein expressed, and has executed and delivered a Mortgage (it being agreed that "mortgage" as hereinafter used shall be construed to mean "deed of trust" or "trust deed" or "deed to secure debt" if the context so requires) bearing the aforesaid date to secure said note and to secure Assignor's guaranty of certain Leases on certain real estate in the County of Cook, State of Illinois, more particularly described as follows:

See Exhibit "A" attached hereto and by express reference made a part hereof.

including the improvements now or hereafter thereon and the easements, rights and appurtenances thereunto belonging, all of which with said real estate being hereinafter called the "mortgaged premises"; and

WHEREAS, Assignee has required the assignment hereinafter made as a condition to making the above loan;

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over

THIS INSTRUMENT PREPARED BY:

Susan E. Thrower
SCHWARTZ, COOPER, KOLB
& GAYNOR
20 South Clark Street
Suite 1100
Chicago, Illinois 60603

Address:
1351 Jarvis Avenue
Elk Grove Village, IL

PIN: 08-27-400-075

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Notwithstanding any provision herein to the contrary, prior to a default by Assignor, as defined in the Note executed by Assignor (after all applicable periods have expired), in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement of Assignor contained herein, or in said note or the mortgage, or in any of the leases, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month in advance, all rents and other income arising under the leases and from the mortgaged premises, and to enforce all provisions contained in the leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon default in payment of any indebtedness secured hereby or in the performance of any other obligation, covenant or agreement of Assignor contained in said note or the mortgage, or in this Assignment, or in any of the leases (after all applicable grace periods have expired); and, upon written notice of Assignor's default at any time hereafter given by Assignee to any lessee by mailing same by United States registered mail, postage prepaid, addressed to the lessee named in the lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the lessee shall be paid and performed by the lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the mortgage. Any lessee of the mortgaged premises or any part thereof is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance and any payment so made prior to receipt by such lessee of notice of Assignor's default shall constitute a full acquittance to lessee therefor.

IN WITNESS WHEREOF, Assignor has executed these presents as of the day and year first above written.

NBD TRUST COMPANY OF
ILLINOIS, Successor Trustee
to The Bank and Trust Company
of Arlington Heights, as
Trustee aforesaid

By: 
Its: Vice President & Trust Officer

ATTEST:

By: 
Its: Trust Officer

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LEASES &
RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS
DATED MARCH 26, 1990 UNDER TRUST NO. 2092-AH

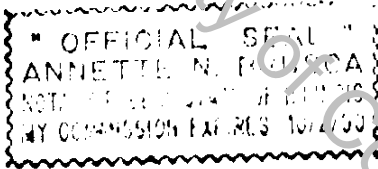
THIS ASSIGNMENT OF RENTS is executed by NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, not personally, but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personally promises, covenants, undertakings and agreements of the Trustee, nor as any admission that the said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any, being expressly waived and released by the mortgagee or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

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I, Annette N. Brusca, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Lawrence J. Kolman Vice President & Trust Officer of NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, and Peter Jung ~~Assistant Vice President~~ Trust Officer of said Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer and ~~Assistant Vice President~~ 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 Trust Company for the uses and purposes therein set forth; and the said ~~Assistant Vice President~~ Trust Officer did also then and there acknowledge that he, as custodian of the Corporate Seal of said Trust Company, did affix said Corporate Seal of said Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Trust Company, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial Seal, this 27th day of March, 1990.



Annette N. Brusca
Notary Public

Property of Cook County Clerk's Office

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EXHIBIT A Legal Description

Lot 2 in David's Resubdivision, being a resubdivision of the North 220 feet of the East 420 feet of Lot 230 in Higgins Industrial Park, Unit Number 165, being a subdivision of the Southeast quarter of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Common address of property: 1351 Jarvis Avenue, Elk Grove Village, Illinois

PJN: 08-27-400-075

Property of Cook County Clerk's Office

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