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ASSIGNMENT OF LEASES AND RENTS

For the purpose of further securing the Note dated April 12, 1990 made by Colonial Bank, F/K/A Colonial Bank & Trust Co. of Chicago as Trustee U/T/A dated 6/2/88 payable to Westbank/Naperville #1338 & #1340 in the principal amount of Twenty Thousand and no/100 (\$ 20,000.00) secured by a 1st Mortgage on the property commonly known as 4324 N. Dayton, Unit C, Chicago IL 60613 bearing even date with said Note, whereby Colonial Bank, F/K/A Colonial Bank & Trust Co. of Chicago, as Trustee U/T/A Dated 6/2/88, Nos. 1338 & 1340 conveyed to the Westbank/Naperville, an Illinois banking corporation, the real estate described in Exhibit A hereto as well as securing the performance of Borrower's covenants under a Security Agreement and Guaranty of even date with the Note, and in the consideration of the making by Westbank/Naperville, (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, whether written or verbal, now or hereafter existing with respect to said real estate or any part thereof, together with all rents accrued and to accrue 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 Mortgage or this Assignment. This Assignment shall remain in full force and effect until all indebtedness secured by said Mortgage 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 the Bank true copies of all 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 lessees under any lease or leases of said real estate that there has been a default under said Note or said Mortgage or this Assignment, such lessee or lessees shall be entitled to pay such rents as they become due to the undersigned.

In the event of any default under said Note or Mortgage or

or this Assignment, the Bank shall have the right (but not the

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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 any 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 lessee or lessees in said lease or collection of 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 Assignment of Beneficial Interest.

If the Bank shall negotiate or transfer said Note, it may assign all its rights, title and interest hereunder to the holder or transferee of said Note, which whereupon 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.

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*
THIS ASSIGNMENT OF RENTS is executed by COLONIAL BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said First Party or on said COLONIAL BANK personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said COLONIAL BANK are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor, if any.

*
IN WITNESS WHEREOF, COLONIAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Trust Administrator the day and year first above written.

*
COLONIAL BANK as Trustee as aforesaid,
and not personally.

BY: *Barbara A. Bernardini, T.O.*
Barbara A. Bernardini Trust Officer

Attest: *Lorraine Nagle, T.A.*
Lorraine Nagle, Trust Administrator

* formerly known as
COLONIAL BANK AND TRUST
COMPANY OF MARYLAND

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State of Illinois)
County of Cook) ss.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Barbara A. Bernardini, Trust Officer, and Lorraine Nagle, Trust Administrator

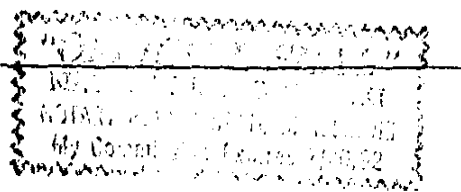
COLONIAL BANK *, an Illinois Banking Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Administrator respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Banking Corporation, for the uses and purposes therein set forth; and the said Trust Administrator as custodian of the corporate seal of said Banking Corporation caused the corporate seal of said Banking Corporation to be affixed to said instrument as said Trust Administrator's own free and voluntary act and as the free and voluntary act of said Banking Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th day of April, ~~1989XX~~ 1990.

*formerly known as Colonial Bank and Trust Company of Chicago

COMMISSION EXPIRES:

Richard J. Schenk
Notary Public



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If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the terms "the undersigned" shall be taken to refer to each and all of the signers. Dated this 12 day of April, 1990.

Colonial Bank, F/K/A Colonial Bank & Trust Company of Chicago, as Trustee U/T/A Dated 6/2/88, known as Nos. 1338 & 1340.

SEE SIGNATURE RIDER ATTACHED

STATE OF ILLINOIS)
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 19____.

Notary Public

My Commission expires _____

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EXHIBIT A

ATTACHED TO AND MADE A PART OF AN Assignment of Leases And Rents
BY AND BETWEEN

Colonial Bank, F/K/A Colonial Bank & Trust Company of Chicago,
as Trustee U/T/A Dated 6/2/88, - Known as Trust Nos. 1338 & 1340

AND WESTBANK/NAPERVILLE

LEGAL DESCRIPTION OF PROPERTY:

UNIT C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS
IN BUENA VISTA TOWNHOUSE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION
RECORDED AS DOCUMENT NO. 89173244, IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 17, TOWNSHIP 40
NORTH, RANGE 14, EAST OF THE THIRD PRICIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN:

14-17-407-011
14-17-407-012

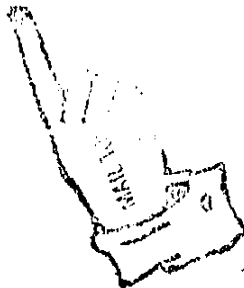
-90-177036

COMMON ADDRESS:

4324 N. DAYTON
UNIT C
CHICAGO, IL 60613

Prepared by e-mail to
Kevin McCabe

WESTBANK/NAPERVILLE
P.O. Box 355
Naperville, IL 60566



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