## 90180109

## LEASE AND RENT ASSIGNMENT

For the purpose of further securing the Note dated	Apr(1 13 1990		made
y . Raymond R. India and Cecelia INdia, his	s wife		
payable to BEAREF	<b>.</b>	in the principal amount of	
Seventy thousand and no/100	DOLLARS (\$	70,000,00	)
secured by Trust Deed oppring even date with said Note, wh	noreby		
Raymond R. India and Cecelia India, his wi	He		
		conv	oyed to
LaSalle Bank Lake View		as Trustee, the lo	llowing

Lot 12 in SUlzer's Addition to Belle Plaine being a subdivision of the South 8.81 Acres of the North West 1/4 of the South West 1/4 (West of Clark Street) of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.#14-17-305-022 1456 W. Berteau Chicago, II, 60613

described real estate:



and in consideration of the making by

LaSalle Bank Lake Mew

(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 liveses of any and every kind now or hereafter existing with respect to said real estate or any part thereof,

together with all rents accrued and to accrue under each and all of said leases and all oher creats at any time atteing 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 Trust Deed or this Assignment, but no instalment of roll shall ever be collected by the undersigned in advance of its due date. This Assignment shall remain in full force and effect until all indebtedness secured by said Trust Deed has been paid in full.

The undersigned does further hereby covenant and agree with the Bank that until said indobled to a shas been paid in full, the undersigned upon the Bank's request will furnish to it true copies of all of said 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's to have, held 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 said lease or lesses and tenant or tonants of said real estate that there has been a default under said Note or said Trust Deed or this Assignment, such lessee or lessees and tenant or tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no instalment of rent shall ever be paid to the undersigned in advance of its due date.

In the event of any default under said Note or said Trust Deed or this Assignment, the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and

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## UNOFFICIAL, COPY

upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the name(s) of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under said lease or lesses, 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 lessee or lessees in said lease or lesses or for the performance of any of the obligations of the landlord nor for the collection of any 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 flote is authorized or privileged to pay by the provisions of said trust Deed.

If the Bank shall negotiate or transfer said Note, it may assign all its right, title and interest hereunder to the holder or transfered of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given dereunder to the Bank. This instrument shall be binding upon the heirs, executors, auministrators, successors and assigns of the undersigned.

If this instrument is signed by more than one person, all sidners shall be jointly and severally liable hereunder and the term "the undersigned" shall be taken to refer to each and all the signers.

GIVEN under hand and seal	this 13th day or April
19 90	
X Carment Car	William Commence
Raymond R. India	Cecetia India
	7-C
COUNTY OF CEDIC )	9015 O <sub>250</sub>
Said, DO HEREBY CERTIEY THAT RAYMOND. CECELIA CADIA III	in and for said county, in the state aford R. Tholosoph SR AND
personally known to me to be the same person to the foregoing instrument appeared before that the signed, sealed and delivered than voluntary act, for the uses and purposes	the said instrument as $\pm k_1 \approx 12$
1990.	this 13th day or APRIL.
·····-	Laure Cagh
MY COMMISSION EXPIRES:  ON 3194  LOUISE C. C. 1970'S 1981'S, STATE MY Commission Exp.	ANTO A Z. " Weist A X. " From Entings