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COLLATERAL ASSIGNMENT OF RENTS

This Assignment, made this 29th day of August, 1991, by **L B PROPERTIES, INC.**, an Illinois Corporation, with principal offices at 115 East South Street, Galesburg, IL 61401 (hereinafter called "Assignor"), to **ANCORE BANK N.A., STERLING**, with offices at 302 First Avenue, Sterling, IL 61081 (hereinafter called "the Bank"), witnesseth:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to the Bank all the rights, titles and interests of Assignor in and to all rents due under all existing and future leases between Assignor and any and all existing and future tenants, including specifically without limitation a Lease dated January 19, 1991, between Assignor as Landlord and **FRANCES HOUSE, INC.**, an Illinois Not-for-Profit Corporation of Galesburg, Illinois, as Tenant, pertaining to the premises located in the County of Cook, State of Illinois, described as follows:

Parcel 1: Lots 16 to 27, both inclusive, in Block 6 in Percy Wilson's Arterial Hill, being a Subdivision of the Southeast 1/4 of Section 17, Township 15 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Vacated alley lying northeasterly and adjoining Lots 19 to 25 and southwesterly and adjoining Lot 27, in Block 6 in the aforesaid subdivision, all in Cook County, Illinois.

14⁰⁰

3217401018-027 Northwest Corner of Broadway + Carpenter, Chgo
FOR THE PURPOSE OF SECURING: #45.

A. Payment of the indebtedness evidenced by a Note (including any extension or renewal thereof) in the principal sum of \$310,000.00 made by Assignor and others on the 10th day of May, 1991, payable to the order of the Bank and secured by a Mortgage on the above-described real estate.

B. Payment of all other sums with interest thereon becoming due and payable to the Bank under the provisions hereof or under the provisions of said Note and Mortgage.

C. Performance and discharge of each and every obligation, covenant and agreement of Assignor herein and in said Note and Mortgage contained.

IT IS MUTUALLY AGREED THAT:

1. So long as there exists no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Mortgage or Lease contained, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Mortgage or Lease contained, the Bank may declare all sums secured hereby immediately due and payable, and may, at its option, without notice and without regard to the adequacy of security for the indebtedness

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hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants, and fix or modify rents, if possible, and do any acts which the Bank deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as the Bank may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under said Mortgage or invalidate any act done pursuant to such notice.

Any default by Assignor in the performance of any obligation, covenant or agreement herein contained and the acceleration of the indebtedness secured hereby shall constitute and be deemed to be a default under the terms of said Mortgage entitling the Bank to every and all rights and remedies therein contained, including specifically the right to declare a default thereunder and to elect to sell the property secured thereby, or foreclose said Mortgage as provided by law.

3. The Bank shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under said Lease, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and hold the Bank harmless of and from any and all liability, loss or damage which it may or might incur under said Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in said Lease; should the Bank incur any such liability, loss or damage under said Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, in the amount thereof, including costs, expenses and reasonable attorney fees, shall be secured hereby, and Assignor shall reimburse the Bank therefor immediately upon demand, and upon the failure of Assignor to do so, the Bank may declare all sums secured hereby immediately due and payable.

4. Until the indebtedness secured hereby shall be paid in full, Assignor covenants and agrees to keep the said premises leased at good and sufficient rentals and to furnish to the Bank any and all leases, whether now in existence or subsequently executed, upon all or part of the said premises and to make, execute and deliver to the Bank any and all instruments that may be necessary for the Bank to perfect the rights given to it by this instrument in and to all existing and future leases, including, but not limited to, a written acknowledgment from the tenant or tenants of the said tenant's or tenants' knowledge of the existence of this Collateral Assignment.

5. Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect, but the affidavit of any officer of the Bank showing any part of said indebtedness to remain unpaid shall be and constitute exclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and

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is hereby authorized to rely thereon.

6. This Assignment applies to, inures to the benefit of, and binds the parties hereto, their successors and assigns.

7. The term "Lease" as used herein means any lease hereby assigned or any extensions or renewals thereof, or any lease subsequently executed by Assignor covering the premises above described or any part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

ASSIGNOR:

L. B. PROPERTIES, INC., an Illinois Corp.

By Donald E. Flie
COOK COUNTY, PRESIDENT

ATTEST:

Verona J. [Signature]
Secretary

1991 SEP 11 PM 3:06

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ASSIGNEE:

AMCORE BANK N.A., STERLING,

By David M. [Signature]
Vice President

RECEIPT

The undersigned hereby receipts for a true and correct copy of the foregoing Collateral Assignment of Rents.

Dated: 8/30, 1991.

FRANCES HOUSE, INC.

By Fred J. [Signature] Authorized Agent

Mail To Tupper Title Co
331 Weinberg Arcade
P.O. Box 1465
Galesburg, IL 6/402-1465

This Document Prepared By: Thomas Kavadas, Jr., Attorney at Law
205 Third Avenue, Sterling, IL 61081

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