

THIS DOCUMENT IS BEING RECORDED TO CORRECT LEGAL AND PIN AND TO PROPERLY PLACE MORTGAGE AND ASSIGNMENT OF RECORD.

RE TITLE SERVICES # R10-547-8

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made as of December 21, 1990 by Emilio J. and Patricia A. Solans, His wife, in joint tenancy ("Borrower") to FIRST MIDWEST BANK, N.A. (hereinafter called the mortgagee" or FIRST MIDWEST BANK, N.A.).

WHEREAS, Borrower has given to FIRST MIDWEST BANK, N.A. its promissory note (the "Note") in the principal sum of \$190,000.00;

WHEREAS, Borrower has further delivered its mortgage (the "Mortgage") to secure the Note, which Mortgage conveys the premises (the "Premises") described in Exhibit A hereto; and

WHEREAS, Borrower (hereinafter sometimes called the "undersigned") is desirous of further securing the Note.

NOW THEREFORE, the undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Mortgage, and in consideration of the sum of One hundred thirty thousand and No/100 DOLLARS (\$190,000.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign and transfer unto the Mortgagee all leases of the Premises, or any part thereof, together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been agreed to by the mortgagee under the powers herein granted, together with all guarantees of any of the foregoing. It being the intention hereby to establish and absolute transfer and assignment of all the said leases and agreements and all the avals thereof, to the Mortgagee, and Borrower does hereby to authorize the Mortgagee (with or without taking possession of the Premises), to rent, lease or let all such terms, in its discretion as it may determine, and to collect all of said avals, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Premises, with the same rights and power and subject to same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees not to make any other or further assignment of the rents or profits of leases prior to the release of this Assignment.

The undersigned agrees and represents unto Mortgagee, its and assigns as follows:

- (1) attached as Exhibit "B" is a schedule of all leases existing as of the present date with respect to the Premises or part thereof (the "current leases"); all amendments to the current leases are designated on the aforesaid schedule; the undersigned is the sole owner of the entire lessor's interest in the current leases;
- (11) no default exists on the part of the lessor or lessee named in the current leases or their successors and assigns, under the terms, covenants, provisions or agreements therein contained 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 current leases;

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3. Until all unpaid indebtedness secured hereby is fully paid (or in case of foreclosure, until the expiration of the period of redemption, if any) the Mortgagee shall keep the buildings and improvements, now or hereafter constituting part of the premises insured in an amount satisfactory to the Mortgagee (but the Mortgagee shall not require an amount exceeding the full insurable value of such buildings and improvements) against damage by fire (with extended coverage, vandalism and malicious mischief endorsements). The Mortgagee further agrees to maintain in full force and effect such other insurance as the Mortgagee may require, including any required flood insurance, in such amounts as shall be adequate to protect the mortgaged property, and in companies approved by the Mortgagee and shall pay or provide for payment of premiums on such insurance as provided herein or in such other manner the Mortgagee may reasonably request. All such insurance policies shall be delivered to and remain with the Mortgagee during said period or periods, and each shall contain the standard mortgage clause making all sums recoverable upon said policies payable to the Mortgagee. Advance by the Mortgagee of an insurance policy deposited by the Mortgagee or the purchase of insurance by the Mortgagee upon the Mortgagee's failure to do so, will not itself constitute an admission either (i) that the building and improvement portions of the premises are fully insured, or (ii) that the policy satisfies all the requirements of this Mortgage. In the case of loss covered by any of such policies, the Mortgagee is authorized to adjust, collect and compromise in its discretion, all claims thereunder and in such case, the Mortgagee covenants to sign upon demand, or the Mortgagee may sign or endorse in the Mortgagee's behalf all necessary proofs of loss, receipts, releases, and other papers required of the Mortgagee to be signed by the insurance companies. At the option of the Mortgagee, all or part of the proceeds any such insurance may be applied either to the restoration of the premises or to the reduction of the indebtedness secured hereby. In the event the premises are restored, the Mortgagee may pay the insurance proceeds in accordance with its customary construction loan payment procedures and the Mortgagee agrees in such event to pay the Mortgagee its customary fee for such services.

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2. The Mortgagee agrees to deposit with the Mortgagee on each day on which an installment payment is to be made on the Note, until the indebtedness hereby secured shall have been fully paid, an amount equal to the amount estimated by the Mortgagee to be annually payable with regard to the premises, on real estate taxes, special assessment levies, property insurance premiums, and any similar charges divided by the number of installments to be made on the Note in each year beginning with first day on which an installment payment is to be made thereunder. Said sum shall be held by the Mortgagee, without any allowance or payment of interest, for application for payment of taxes, special assessment levies and insurance premiums when due. The Mortgagee further agrees to deposit, within 10 days after receipt of demand therefor, any deficiency in the aggregate of such monthly deposits, in the event the tax, special assessment levies or insurance bills when issued, shall be in excess of the aggregate of such deposit being held for payment of such charges. All such deposits are pledged as additional security for payment of the indebtedness secured hereby and, in the event of a default in any of the provisions contained in this Mortgage or in the Note, at the option of the Mortgagee, the Mortgagee may, without being required to do so, apply any monies at the time on deposit to payment, in whole or in part, of any of the Mortgagee's obligations herein or in the Note contained in such order and manner as the Mortgagee may elect. The Mortgagee shall be under no obligation to obtain the tax, special assessment levies or insurance bills or to ascertain the correctness thereof, nor shall the Mortgagee be obligated to attend to the payment thereof, except in timely presentation of such bills, provided, however, the Mortgagee may make payment authorized in this Mortgage relating to taxes or assessments or insurance bills according to any bill, statement or estimate which it may elect to procure from the appropriate public office or company, as the case may be, without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof. The Mortgagee shall pay, before any penalty attached to all taxes, assessments, water charges, sewer charges and other charges against the premises, for which sums as aforesaid are not deposited with the Mortgagee.

or demolition of any part of the premises, nor suffer or permit the premises to be abandoned or to be used for a purpose other than that for which the premises are presently used or represented to Mortgagee to be used; (vii) appear in and defend any proceedings which, in the opinion of the Mortgagee, impairs the security afforded hereby.

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4. In case the premises, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any mortgaged property taken or for damages to any mortgaged property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee as it may elect to the immediate reduction of the indebtedness secured hereby or to the repair and restoration of any mortgaged property so damaged, upon the same conditions and with the same effect as provided in paragraph 3 with reference to the application of insurance moneys recovered by the Mortgagee.

5. Upon default of Mortgagee of any agreement herein, Mortgagee may, but need not, make any payment or perform any act required of the Mortgagee in this mortgage in any form and manner deemed expedient, and in any event may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture regarding said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized or by reason of the failure of the Mortgagee to perform the covenants in this Mortgage contained, and all expenses paid or incurred in connection therewith, including, without limitation, attorneys fees, and any other monies advanced by the Mortgagee to protect the premises and the lien hereof, plus reasonable compensation to the Mortgagee for each matter concerning which action is authorized under this Mortgage may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the maximum rate allowed by law. Without limiting in any way the generality of the foregoing, all expenditures and expenses when paid or incurred by the Mortgagee in connection with (i) any proceeding, including, without limitation, probate and bankruptcy proceedings, to which Mortgagee shall be or made a part, either as plaintiff, claimant, or defendant by reason of this Mortgage or any indebtedness hereby secured; (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced; or (iii) preparations for the defense of any threatened suit or proceedings which might affect the premises or way of the provisions of the Note or of this Mortgage, shall become so much additional indebtedness secured hereby and payable at the time and with interest as aforesaid.

Any such action of the Mortgagee shall never be considered as a waiver of any right accruing to it on account of any default on the part of Mortgagee under the Note or this Mortgage. Each right, power or remedy herein conferred upon the Mortgagee is cumulative with every other right of the Mortgagee whether herein or by law or equity conferred.

6. Mortgagee shall pay each item of indebtedness herein and in the Note, both principal and interest, when due according to the terms hereof. At the option of the Mortgagee, and without notice to or demand upon the Mortgagee or to any other person obligated or bound by the Note, all unpaid indebtedness secured by this Mortgage shall become due and payable, notwithstanding anything in the Note or in this Mortgage to the contrary. (i) seven days after default in making payment of any installment of principal or interest on the Note or in the payment of any other indebtedness arising under this Note or the Mortgage if any such default shall not be cured within such seven days, or (ii) ten days after default shall occur in the performance of any other agreement of the Mortgagee herein contained and if such default shall not be cured within such ten days.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, the Mortgagee hereby waives all right to the possession, income, and rents of the premises, and thereupon it shall be lawful for the Mortgagee, and the Mortgagee is hereby expressly authorized and empowered, to enter into and upon and take possession of the premises, to lease the same, collect and receive all rents, issues and profits thereof and apply the same, less the necessary expenses of collection thereof, for the care, operation and preservation of the premises, including, without limitation, the payment of fees, insurance premiums, cost of operation of the premises, taxes, assessments, interest, penalties and water charges, or at the election of the Mortgagee, in its sole discretion, to apply all or any part thereof to a reduction of said indebtedness; and it is further expressly covenanted and agreed that, upon any such breach, the Mortgagee shall have the right to immediately foreclose this Mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at once, or at any time thereafter, either before or after foreclosure sale, and without notice to the Mortgagee, or to any party claiming under the Mortgage and without regard to the solvency or insolvency at the time of such application, for a receiver of

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14. Mortgagor further covenants and agrees not to transfer or cause to be transferred or suffer an involuntary transfer of any interest, whether legal or equitable, and whether secured hereby subsists, without the advance written consent of Mortgagor, and further that in the event of any such transfer by the Mortgagor without the written consent of the Mortgagee, the Mortgagee may, in its sole discretion, and without notice to the Mortgagor, declare the whole of the debt hereby secured immediately due and payable.

13. This Mortgage and all provisions hereof shall extend to and be binding upon Mortgagor, his heirs, executors, administrators, successors and assigns, and all persons claiming under or through the Mortgagor and the word "Mortgagor" when used herein, shall denote the plural as well as the singular and shall include all such persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note of this Mortgage.

12. If any Mortgagor is a corporation, it hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of such Mortgagor, acquiring any interest or title to the premises subsequent to the date of this Mortgage.

11. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

10. Notwithstanding any subsequent extension of the time of payments of the Note, or any installment thereof, the liability of the maker thereof shall in no event cease until the payment in full of all indebtedness hereby secured.

9. No action for the enforcement of the lien or of any provisions hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note.

8. In case of foreclosure of this Mortgage, or the commencement of foreclosure proceedings or preparation therefor, all expenses of every kind paid or incurred by the Mortgagee in or about the enforcement, protection, or collection of this Mortgage, including without limitation, reasonable costs, attorney's fees, and stenographer's fees for the complainant in such proceeding or preparation therefor, advertising costs, outlays for documentary evidence, and the cost of such title insurance or commitment therefor as deemed necessary by Mortgagee, in its sole judgment, shall be paid by the Mortgagor, and all similar fees, costs, charges and expenses paid or incurred by the Mortgagor in any other suit or legal proceeding in which it shall be or be made a party by reason of this Mortgage, all moneys advanced by the Mortgagee for any purpose authorized in this Mortgage, with interest on such advances at the maximum rate allowed by law, shall also be paid by the Mortgagor and all such fees, costs, charges and expenses, shall constitute so much additional indebtedness secured by this Mortgage, and shall be allowed in any degree of foreclosure hereof. No proceeding to foreclose this Mortgage, whether or not degree of foreclosure shall have been entered, shall be dismissed, nor shall a release of this Mortgage be given until all such expenses, charges, and costs of suit, including Mortgagee's, attorney's and stenographer's fees, shall have been paid.

Mortgage, or of any degree foreclosing the same.

or charge upon the premises that may be or become superior to the lien of this and interest, penalties and costs, in connection therewith, or (v) any other lien the improvements upon said premises, (iv) taxes, special assessments, water charges, foreclosing this Mortgage, (iii) insurance premiums or repairs as aforesaid, upon indebtedness secured hereby (ii) amount due upon any decree entered in any suit such order of priority as the Mortgagee may determine; (i) amount due upon the court, in payment (in whole or in part) of any or all of the following items, in deducting reasonable compensation for the receiver and his attorney as allowed by authorize said receiver to apply the net amounts remaining in his hands, after the full statutory period of redemption; and the court may, from time to time, collect all the rents, issues and profits of the premises during the pendency of such foreclosure suit, and, in case of foreclosure sale and a deficiency, during lease the same, to keep the building thereon insured and in good repair, and to Mortgagee, with power to take possession, charge and control of the premises, to complainant in such proceedings, appoint a receiver for the benefit of the owner of the equity of redemption, and without requiring any bond from the Mortgagor or any other person or persons then liable for the payment of the indebtedness secured hereby, and without regard to the then value of the premises or whether the same shall then be occupied, in whole or in part, as a homestead by the

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P.I.N NO. 02-33-201-072
5145 N. Corona, Palatine, IL

THAT PART OF LOT 3 IN GEISLER'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 27, THE SOUTHEAST QUARTER OF SECTION 28, THE NORTHEAST QUARTER OF SECTION 33, AND THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF QUINTENS ROAD 20.24 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID LOT 3; THENCE WEST AND PARALLEL WITH THE SAID SOUTH LINE OF LOT 3, A DISTANCE OF 75.50 FEET; THENCE NORTH AND PARALLEL WITH THE WEST LINE OF QUINTENS ROAD, A DISTANCE OF 107.29 FEET; THENCE EAST AND PARALLEL WITH THE NORTH LINE OF LOT 3 A DISTANCE OF 75.50 FEET TO THE WEST LINE OF QUINTENS ROAD; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 107.57 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Schedule A

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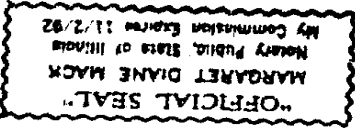
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Prepared by + mail to:
M. Mack
First Midwest Bank, NA
555 W Dundee Rd
Burr Ridge, IL 60089

My Commission Expires:

NOTARY PUBLIC

Margaret Diane Mack



91399252

day of December, A.D. 19 90

GIVEN under my hand and notarial seal, this 31st day of December, 1990, as their free and voluntary act, for the use and purposes therein set forth, signed, sealed and delivered the said instrument before me this day in person, and acknowledge that they whose name(s) (is) (are) subscribed to the foregoing instrument, appeared personally known to me to be the VERY same person (s) CERTIFY THAT Emilio J Solans and Patricia A Solans a Notary Public in and for said County, in the State aforesaid, DO HEREBY

91546108

1. Margaret Diane Mack

COUNTY OF Cook

SS.

STATE OF ILLINOIS

WITNESS the Hand(s) and seal(s) of the Mortgagor the day and year first above written.
Emilio J. Solans (SEAL)
Patricia A. Solans (SEAL)

15. No delay or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised from time to time and as often as may be deemed expedient by the Mortgagee or by the holder of the Note. The invalidity of any or more agreements, phrases, clauses, sentences or paragraphs of this Mortgage shall not affect the remaining portions of this Mortgage, or any part thereof, and in case of any such invalidity, this Mortgage shall be construed as if such invalid agreements, phrases, clauses, sentences or paragraphs had not been inserted.

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