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to let or re-let said premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of said premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as the Assignee, in its reasonable discretion, may deem proper.

The receipt by the Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under said mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this Assignment, and this Assignment shall not place responsibility for the control, care, management or repair of said premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that said Assignor has full right and title to assign said leases and the rents, income and profits due or to become due thereunder, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, and that said Assignor will not hereafter cancel, surrender or terminate any of said leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of lessees' interest in them without the prior written consent of the Assignee.

Assignor hereby authorizes the Assignee to give notice in writing of this Assignment at any time to any tenant under said leases.

Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the terms of said Note and mortgage.

Default by the Assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said Note and mortgage. Any expenditures made by the Assignee in curing such a default on the Assignor's behalf, with interest thereon at the rate described in said note and mortgage, shall become part of the debt secured by these presents.

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The full performance of said mortgage and the duly recorded release or reconveyance of the property described therein shall render this Assignment void.

The net proceeds collected by the Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said mortgage.

Assignor hereby agrees that upon occurrence of a default aforesaid, Assignee may have a receiver appointed for the property, regardless of the value thereof.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns as well as any subsequent owner of the real estate described on Exhibit "A" attached hereto and any assignee of the Note and mortgage referred to herein.

IN WITNESS WHEREOF, the said Assignor has signed this instrument this the 15 day of November, 1991.

FOURSOME PARTNERS,  
a Kentucky General Partnership

By: Paul J. Perconti

Paul J. Perconti,  
Managing Partner

"Assignor"

STATE OF KENTUCKY )  
 ) SS.  
COUNTY OF JEFFERSON )

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The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 1991 by Paul J. Perconti, Managing Partner, on behalf of Foursome Partners, a Kentucky General Partnership.

My commission expires: 7-22-95

Harlan Mattigall  
Notary Public, Jefferson County,  
Kentucky

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This Assignment prepared by/4 mail to:

Taustine, Post, Sotsky, Berman, Fineman & Kohn  
Attorneys at Law  
812 Marion E. Taylor Building  
Louisville, Kentucky 40202-3083  
(502) 589-5760

By: \_\_\_\_\_

Joseph E. Fineman

Property of Cook County Clerk's Office

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## EXHIBIT A

The South 266.90 feet of the North 333.45 feet of Block 14 (Except that part of Block 14 taken for the widening of Cicero Avenue) in Arthur T. McIntosh's Addition to Midlothian Farms, being a subdivision of the Southwest 1/4 of the South East 1/4 and the East 1/2 of the South East 1/4 of Section 9, the West 1/2 of the Southwest 1/4 and the West 33/80 of the East 1/2 of said Southwest 1/4 of Section 10, Township North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, excepting therefrom all aboveground and underground buildings and improvements now located on the land.

Permanent Real Estate Index Number: 28-10-300-095-0000

Address of Property: 14805 S. Cicero Avenue, Oak Forest, Illinois.

Property of Cook County Clerk's Office

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