

# UNOFFICIAL COPY 3 3 7

10. The Mortgagor does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of said Premises to pay all unpaid rental agreed upon in each tenancy to the Mortgagee upon receipt of demand from Lender to so pay the same.
11. This instrument is given to secure payment of the principal sum of Ninety two thousand five hundred and no/100 Dollars, (\$ 92,500.00), plus all interest in the amount as provided in and evidenced by a Promissory Note of even date (the "Note") for said amount and payable in accordance with the terms thereof with the final payment of the entire indebtedness being due and payable on November 1, 1996 which Note is further secured by a Mortgage (the "Mortgage") and certain other Loan Documents as defined in the Mortgage, and this instrument shall remain in full force and effect until said Note and the interest thereon and all other costs and charges which may have accrued under said Mortgage and Loan Documents have been fully paid.
12. This assignment shall be operative only in the event of a default in the payment of principal and interest evidenced by said Note or default in the performance of the Mortgagor's covenants pursuant to the said Mortgage, Note or Loan Documents which extends beyond any grace periods or notice periods provided in said Note and Mortgage. Anything herein to the contrary notwithstanding: (1) the acceptance by Mortgagee of this Assignment, with all of rights, powers, privileges and authority created pursuant hereto, shall not, prior to the entry upon and taking possession of said premises by Mortgagee, be deemed or construed to constitute Mortgagee a mortgagee in possession, nor shall this Assignment thereafter or at any time or under any circumstances obligate Mortgagee to appear in or defend any action or proceeding relating to any of the leases or the Premises.
13. Mortgagee shall not be obligated or required to take any action hereunder, or to expend any money or incur any expense or perform or discharge any obligation, duty or liability under any of the leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Mortgagor by any lessee thereunder unless specifically assigned and delivered to Mortgagee, nor shall Mortgagee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises. Mortgagor agrees to indemnify and hold Mortgagee harmless for any and all liability, loss, damage or expense incurred by Mortgagee under or by reason of this Assignment, or for any action taken by Mortgagee hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Mortgagee arising out of the leases, including but not limited to, any claim by any lessee for any credit for rental paid to and received by Mortgagor, but not delivered to Mortgagee should the Mortgagee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees) with interest thereon at the rate set forth in the Note shall be payable by Mortgagor immediately, upon demand, and shall be secured hereby and by the Mortgage and Loan Documents. Failure to make such payments within thirty (30) days of written demand shall constitute an event of default under the Mortgage permitting Mortgagee to declare the entire indebtedness due and payable.
14. The covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective successors and assigns, and all lessees, subtenants and assigns of same, and all occupants and subsequent owners of the Premises and all subsequent holders of the Note and Mortgage.
15. Any provision of this Agreement which is unenforceable or invalid or contrary to law, or the inclusion of which would affect the validity, legality or enforcement of this Assignment, shall be of no effect, and in such case all the remaining terms and provisions of this Assignment shall subsist and be fully effective according to the tenor of this Assignment the same as though any such invalid portion had never been included herein.
16. Notices to Mortgagor and to Mortgagee shall be as provided in the Mortgage.

IN WITNESS WHEREOF, Mortgagor has caused this instrument to be signed and sealed as of the date first above written.

X Marjorie Ann Novak  
Marjorie Ann Novak

John C. Novak

1991 DEC 7 PM 3:25

91587155

STATE OF ILLINOIS, \_\_\_\_\_ County ss:

I, \_\_\_\_\_ a Notary Public in and for said County and state, do hereby certify that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he \_\_\_\_\_ signed 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\_\_\_\_

My Commission expires:

John C. Novak  
Notary Public

1991 DEC 12 PM 3:25

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91587155  
91669337

SIGNATURE

91669337

**UNOFFICIAL COPY**

13<sup>00</sup>  
1991

**ASSIGNMENT OF RENTS AND LEASES**

731960810 15033

KNOW ALL MEN BY THESE PRESENTS, that: on October 31, 1991, Marjorie Ann Novak and John C. Novak

(Mortgagor) in consideration of these premises and one Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto

BANK OF LYONS, an Illinois Banking Corporation (Mortgagee), whose address is 8601 W. Ogden Avenue, Lyons, Illinois 60534, its successors and assigns, the following:

1. The right to use and possession of and the right to rent, let and/or lease the Premises described as follows:

SEE ATTACHED RIDER

and any or all of the improvements, including as such improvements all of the fixtures, furnishings, fittings, attachments, appliances and appurtenances of any kind and description now or hereafter available for the use of the tenants and/or the operation of the Premises, in or to which the Mortgagor has any right, title or interest.

2. All the rights, interests and privileges which Mortgagor, as landlord, has and may have in leases now existing, if any, or those hereafter made and affecting the Premises and improvements or any part thereof, as said leases may have been or may be from time to time modified, extended and renewed, with all rents, issues, income and profits now and hereafter becoming due therefrom.

3. The Mortgagor irrevocably constitutes and appoints the Mortgagee its true and lawful attorney in its name and stead; (a) to collect any and all of the said rents, issues, or rebates; (b) to use such measures, legal or equitable, as in its discretion may be deemed necessary or appropriate to enforce the payment of said rents, rebates, damages and/or any security given in connection therewith; (c) to secure and maintain the use and/or possession of the Premises and/or the improvements and/or any part of either; (d) to fill any and all vacancies and to rent, lease and/or let the Premises and/or the improvements and/or any part thereof at its discretion; (e) to order, purchase, cancel, modify, amend and/or in any and all ways control and deal with any and all equipment leases, installment contracts now or hereafter on, or in connection with the whole or any part of the property or equipment used in connection with the Premises or improvements at Mortgagee's discretion.

4. Mortgagor hereby grants to Mortgagee, full power and authority to use and apply said rents, rebates or damages (a) to the payment of any taxes, assessments, and charges of any nature whatsoever that may be levied or assessed in connection with the Premises; (b) to the payment of premiums on policies of insurance on or in connection with the whole or any part of the Premises and/or the improvements as may be deemed advisable by the Mortgagee; (c) to the payment of any and all indebtedness, liability or interest of the Mortgagor, including the indebtedness created by the Note, whether now existing or hereafter to exist; (d) to the purchase of and/or the payment for such improvements or equipment as may be deemed necessary or advisable by the Mortgagee; (e) to the payment of all expenses in the care and management of the Premises, including such repairs, alterations, additions and/or improvements to the Premises as may be deemed necessary or advisable by the Mortgagee; (f) to the payment of reasonable attorneys' fees, court costs, labor, charges and/or expenses incurred in connection with any and all things which the Mortgagee may do or cause to be done by virtue hereof and (g) to the payment of such portion of the indebtedness or on any of the foregoing, if any, as may be deemed necessary or advisable by the Mortgagee.

5. Mortgagor further hereby grants to the Mortgagee, full power and authority to make contracts for the care and management of the whole or any part of the Premises and/or improvements in such form and providing for such compensation as may be deemed advisable by the Mortgagee, and, for the performance or execution of any or all of the rights and powers granted by this Assignment, authorizes Mortgagee to constitute, appoint, authorize and in its place and stead put and substitute one attorney or more for the Mortgagor as its attorney or attorneys, and to do, execute, perform and finish for Mortgagor in its name all and singular those things which shall be necessary or advisable, or which said attorney or its substitute or substitutes shall deem necessary or advisable in and about, for, touching or concerning this Assignment or the Premises or improvements or any of them as thoroughly, amply and fully as the Mortgagor could do concerning the same, being personally present and whatsoever said attorney or its substitute or substitutes shall do or cause to be done in, about or concerning these presents or the Premises or improvements or any part of any of them, Mortgagor hereby ratifies and confirms.

6. Mortgagor also hereby grants to the Mortgagee, full power and authority to exercise at any and all times each and every right, privilege and power herein granted, without notice to the Mortgagor.

7. Mortgagee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted to it. Mortgagee shall be accountable only for such cash as it actually receives under the terms hereof; provided, however, that failure of Mortgagee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to Mortgagee.

8. Mortgagor will execute upon request of Mortgagee any and all instruments requested by Lender to implement this Assignment or to accomplish any other purpose deemed by Mortgagee to be necessary or appropriate in connection herewith.

9. This Assignment shall in no way operate to prevent Mortgagee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage, the Note or the Loan Documents referred to in paragraph 11 below or any extension thereof.

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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ATTACHED RIDER FOR  
ASSIGNMENT OF RENTS AND LEASES  
DATED OCTOBER 31, 1991

LOT 2 IN RESUBDIVISION OF LOT 604 IN BLOCK 19 IN SECOND DIVISION OF RIVERSIDE  
IN SECTION 36, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 15 36 405 011

Commonly known as: 394 Olmstead Road  
Riverside, IL 60546

Property of Cook County Clerk's Office

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91587155

*T. Brotherton  
Mail to & prepared by: Bank of Lyons  
3001 W. Linden  
Lyons, IL  
60534*

**BOX 333**