\$25.50

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Instrument Propared By: Richard A. Prisby Northern Trust Bank/O'Hare, N.A. 8501 West Riggins Road Chicago, Illinois 60631

ASSIGNMENT OF RENTS AND LEASES

| This Assignment Agreement made <u>December 20</u> , 1991, between | |
|--|------------|
| Viorel Chis and Marcelica Chis | |
| of 3646-52 N. Kilpatrickity of <u>Chicago, II</u> , County of | |
| COOK State of Illinois , (hereinafter referred to as | |
| Assignor whether singular or plural), and NORTHERN TRUST BANK/O'HARE, N.A., a | |
| National Banking Association with an office at 8501 West Higgins Road, | |
| Chicago, Allinois 60631 (hereinafter referred to as Assignee). | |
| DEPT-01 RECORDING | \$25. |
| Section One , T\$3333 TRAN 5885 12/30/91 | |
| Assignment of Lease . \$8164 \$ C *-\$1-65 COOK COUNTY RECORDER | 0535 |
| • COUNTY RECORDER | |
| (a) For value received and the consideration hereafter set forth, | |
| Assignor grants, transfers, and assigns to Assignee, Assignor's entire | |
| interest, as lessor, in certain lease(s) of real property commonly known as | |
| 3646-52 N. Kilpatrick Avenue, Chicago, II. 60641 | |
| and legally described as follows: | |
| Lot 1 in Block 6 in the Gross' M.1 askee Avenue addition to Chicago, A | |
| Subdivision in the West 1/2 of the Forth West 1/4 of Section 22 Township | |
| 40 North, Range 13, East of the Third Principal Meridian in Cook County, | |
| Illinois | |
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| P. I. N. #13-22-121-026-0000 | |
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| (c) Assignor further grants, transfers, and assigns to Araignee all | 653 |
| rents, income, and profits arising from such lease, its options ard renewals, | \ddot{c} |
| together with all rents, income and profits for the use and occupation of the | O U |
| premises described in the lease or in the Mortgage referred to in this | CJ |
| Assignment and, at the option of Assignee, from all leases of the above | O. |
| described premises which may be executed in the future during the term of this | |
| Assignment. | |
| Section Two | |
| Debt Secured | |
| Dent Decared | |
| This Assignment is made to secure the following: | |
| (a) Payment of the principal sum and interest evidenced by a Promissory | |
| Note, and any amendments, extensions, or renewals thereof, in the original | |
| principal sum of One Hundred Sixty Seven and no/100 | |
| Dollars (\$167,000.00) made by Assignor in favor of Assignee and dated | |
| December 20 , 19 91, hereinafter referred to as the Note, | |
| and secured by a Mortgage of even date on the above | |
| described real property, hereinafter referred to as the Mortgage. | |
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- (b) Payment of all other sums, with interest, which may become due and payable to Assignee under this Assignment or under the Note and Mortgage.
- (c) Assignee's performance and discharge of every obligation and agreement of Assignee under this Assignment or under the Note and Mortgage.

Section Three Assignor's Warranties

Assignor warrants:

- (a) Assignor is the sole owner of all leases herein assigned insofar as it applies to the property covered by this Assignment and of all the leasehold rights which any leases purport to create, with full right to covey the same.
- (b) All leases are now unencumbered, valid, and in full force and effect in accordance with its terms.
- (c) Lessee is not in default under any of the terms, conditions, or covenants of any leace.
- (d) The rental property, rental payments, and other sums are free from liens, encumbrances, claims, and setoffs of every kind whatsoever.
- (e) The balance of rental payments unpaid as of the date of this Assignment is: as represented on Seller's Affidavit (of tenants and leases)

| Leage No. , | | commencing | | | | |
|-------------|-----|-------------|-----------|---------|-----|---------|
| Lease No. | | commencing | | | | |
| Lease No, | | -commencing | | | | <u></u> |
| Lease No, | | commencing | | | | |
| Lease No. | | commencing | | | | |
| Loase No. | \$, | commencing | with next | payment | due | |

(f) In the event any prepayment under any lease betchy assigned is made to Assignor, Assignor will promptly transit such payment to Assignee.

Section Four Assignor's Covenants

Assignor agrees:

- (a) To observe and perform all obligations imposed on lessor under any leases hereby assigned and to indemnify Assignee from the consequences of any failure to do so.
- (b) Not to collect any rent, income, or profits accruing under any leases from the premises prior to the time when they shall become due.
- (c) To preserve the subject property free and clear of all liens and encumbrances, except as otherwise agreed by the parties hereto.
- (d) Not to execute any other assignment of lessor's interest in any leases or assignment of rents accruing under the lease or from the premises.

- (e) Not to alter, extend, or modify the terms of any leases or give any consent or exercise any renewal or option required or permitted by the terms of the lease without the prior written consent of Assignee.
- (f) Not to terminate, cancel, or accept a surrender of any lease or transfer, convey, or permit a transfer or conveyance of the premises so as to cause a termination or changing of the obligations of lessee.
- (g) Not to agree or consent to any assignment of or subletting under the lease, whether or not in accordance with its terms, without the prior written consent of Assignee.
- (h) In the event Assignee so requests, to Assign to Assignee any lease upon any part of the premises described in this lease made subsequent hereto, and to execute and deliver to Assignee such further assurances and assignments in the premises as Assignee shall from time to time require.
- (i) Associate may proceed against Assignor directly and independently of any lease, and the dessation of lessee's liability for any reason other than full payment shall not in any way affect the liability of Assignor hereunder, nor shall any extension, forbearance of acceptance, release, or substitution of security, or any important or suspension of assignee's remedies or rights against lessee in any way affect the liability of Assignor hereunder.

Section Five Terms and Conditions

- (a) <u>Collection of Payments and Rents by Assignor</u>. Until such time as Assignor may default in payment of the principal, interest, or other indebtedness secured by the Note and Moregage or in performance of any other obligation hereunder, Assignor may collect all rents, income, and profits arising under the lease or from the premises, when the same are due and payable, and retain the same.
- (b) Assignee's Option To Take Possession and Nanage Premises. In the event of Assignor's default herein, Assignee may, at its option, without notice or regard to the adequacy of the security, personally or by its agents, take possession of the above described premises and hold, lease, and manage the same on such terms and for such period of time as Assigned does proper and, with or without taking possession of the premises, make demand and sue for all rents, income, and profits of the premises, with power to make from time to time such alterations, repairs, and renovations as may seem proper to Assignee, and to apply such rents, income, and profits to payment of expenses of operating, managing, and maintaining the premises, and the principal, interest, and other indebtedness secured by the Note and Mortgage, together with costs and attorney's fees, in such priority as Assignee in its sole discretion may determine. However, the exercise or nonexercise by Assignee of the options granted in this paragraph shall not be considered a waiver of any default by Assignor under the Note and Mortgage, or under any lease or this Assignment.
- (c) <u>Indemnification of Assignee</u>. Assignee shall not be liable for any loss sustained by Assigner resulting from Assignee's failure to let the premises or from any other act or omission of Assignee in managing the premises, unless such loss is caused by the willful misconduct or bad faith or Assignee. Assignee shall further not be obligated to perform or discharge any obligation or duty under any lease, or under this Assignment and Assignor agrees to indemnify Assignee for any liability, loss, or damage which may be

incurred under any lease or by reason of this Assignment. In the event Assignee incurs any such liability above referred to or in defense of any such claims or demands, the amount thereof, including costs and reasonable attorneys' fees shall be secured by this Assignment and Assignor shall reimburse Assignee immediately therefor upon the demand of Assignee. Further, this Assignment shall not make Assignee responsible for any waste committed on the property by the tenants or any other parties, or for any dangerous or defective condition of the premises, or for any negligence in the management, repair, or control of the premises.

- (d) <u>Evidence of Unpaid Indebtedness</u>. Upon payment in full of the principal, interest, and all other indebtedness secured by this Assignment or other instruments referred to herein, this Assignment shall cease, but the affidavit or statement of Assignee or any agent, officer, or attorney of Assignee proving any part of the principal, interest, or other indebtedness remaining unpaid shall constitute conclusive evidence of the effectiveness and force of the Assignment and any person is hereby authorized to rely thereon.
- (e) Notice to Lessee of Assignor's Default. Assignor is authorized to direct lessee, on receipt of written notice from Assignee in the event Assignor defaults under this assignment, to pay to Assignee all rents, income, and profits accruing under any lesse and continue to do so until otherwise notified by Assignee.
- (f) Releases by Assignee. Assignee may take or release other security for payment of the secured principal, interest, or other indebtedness, and may further release any party primarily or secondarily liable, and may apply any other security held by assignee to the satisfaction of the secured principal, interest, or other indebtedness without resjudice to any rights under this Assignment.
- Assignment, nor any act done or omitted by Assignee pursuant to the terms of this Assignment shall be deemed a waiver by Assignee of any of the rights or remedies under the Note and Mortgage, and this Assignment is executed without prejudice to any rights or remedies possessed by Assigner under the terms of any other instruments referred to herein. The right of P. Dignee to collect the secured principal, interest, and other indebtedness, and to enforce any other security may be exercised by Assignee prior or subsequent to any action taken under this Assignment.

Section Six Waivers of Assignor

Assignor waives the following:

- (a) The right, if any, to obtain the benefit of or to direct the application of any security hypothecated to Assignee until all indebtedness of lessee to Assignee arising hereunder which is assigned to Assignee by Assignor shall have been paid.
- (b) The right to require Assignee to proceed against lessee, or to pursue any other remedy.

Property of Coot County Clert's Office

Section Seven
Power of Attorney

Assignor appoints Assignee his attorney in fact to demand, receive and enforce payment and to give receipts, releases, and satisfactions and to sue for all sums payable either in the name of Assignor or in the name of Assignee, with the same force and effect as Assignor could have done if this Agreement had not been made.

Section Eight Effect of Assignment

This Assignment, together with the agreements, covenants, and warranties contained berein, shall inure to the benefit of Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon Assignor and any subsequent owner of the mortgaged premises.

In witness whereof, the parties hereto have executed this Agreement at the date and year right above written.

Vibrel Chis

Marcelica Chis

Northern Trust Bank/O'Hare, N.A.

Bv:

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Attest by:

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Property or Cook County Clerk's Office

STATE OF ILLINOIS COUNTY OF COOK

| County, in the State aforesaid, DO HEREBY CERTIFY that |
|---|
| Viorel Chis and Marcelica Chis , personally known to me to |
| be the same person(s) whose name(s) is/are subscribed to the foregoing |
| instrument, appeared before me this day in person and acknowledged that they |
| signed, sealed, and delivered that said instrument as their free and |
| voluntary act for the uses and purposes therein set forth, including the |
| release and waiver of the right of homestead. |
| |
| Given under my hand and Notarial Seal this 20 day of DECEMBER, 1991. |
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| man manual |
| CFFICIAL SEAL |
| NOTABLE CASEOP PARTIE OF ILLINOIS Pattie Cheap |
| MOTARY FUCL: WATE OF ILLINOIS My Commission Fightes 9-20-93 Notary Public |
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| STATE OF ILLINOIS |
| COUNTY OF COOK |
| COUNTY OF COOR |
| I, Pattie Cheop , a Notary Public in and for said |
| County, in the State aforesaid, DO HEPaby CERTIFY that R. C. Schmeh |
| personally known to me to be the Senior Vice President of Northern Trust |
| Bank/O'Hare N.A., and <u>Thomas D. Leigh</u> , personally known to me |
| to be the Anadasbant Secretary of said corporation, whose names are subscribed |
| to the foregoing instrument, appeared before he this day in person and |
| severally acknowledged that they signed and delivered the said instrument of |
| writing as Vice President and Assistant Secretary of said corporation, and |
| caused the corporate seal of said corporation to be affixed thereto, pursuant |
| to authority given by the Board of Directors of said (x) poration as their free |
| and voluntary act, and as the free and voluntary act, and deed of said |
| corporation, for their uses and purposes therein set forth. |
| parformaton, for another and wife barbanan custoffi den fortill |
| Given under my hand and Notarial Seal this 20 day of Decenion, 1991. |
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| CFFICIAL SEAL Patter Cheap |
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| NOTARY PUBLIC, STATE OF ILLINOIS Notary Public My Commission Exercise 9-20-93 |
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STATE OF ILLINOIS)

COUNTY OF)

AFFIDAVIT

| We, I. Adam Majewski and |
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| deposes and states as follows: |
| 1. That we are the tenants at 3652 N. Kilpatrick Avenue, |
| 2. That we are renting said apartment on a month to month basis only and have no written lease for our tenancy. |
| 3. That our monthly rent is Two Hundred Fifty and no/100 (\$250.00) Dollars and is paid through September 30, 1991 . |
| 4. That we have deposited security with the owner of my building, E. VanCleave/L. kolmes , in the amount of Zero (6-0-) Dollars. |
| FURTHER Affiants saith not. |
| Melout Excess |
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| Subscribed and sworn to before me this the day of |
| Notary Public |
| "OFFICIAL SEAL" JAMES F. HADERLEIN Notary Public Cook County, Illinois My Commission Expires Nov. 22, 1991 |

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STATE OF ILLINOIS)
COUNTY OF)

AFFIDAVIT

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| J. (\$ <u>275</u> .00. | That | i our | mon s an | thly d is | rent paid | is <u>T</u> | ghs | red Sev eprembe | enty-fiv r 30, 19 | ve and no/100 991 • |
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"OFFICIAL SEAL"

JAMES F. HADERLEIN Notary Public Cook County, Illinois My Commission Expires Nov. 22, 1991

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| | W.R. | . Ms. Ridya | rd | | | and | |
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| and and | | (\$ | 0.= |) Dol | llars. | | |
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| We, Mr. & Mrs. Blewa and being first duly sworn upon oath, |
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| deposes and states as follows: |
| 1. That we are the tenants at 3648 N. Kilpatrick Avenue, |
| 2. That we are renting said <u>apartment</u> on a month to month basis only and have no written lease for our tenancy. |
| 3. That our monthly rent is Two Hundred Forty-five and no/100 (\$245.00) Dollars and is paid through September 30, 1991 . |
| 4. That we have deposited security with the owner of my building, E. VanCleave/I. holmes , in the amount of Zero (4-0-) Dollars. |
| FURTHER Affiants saith not. MR & MRS |
| Lo fia Blevre |
| Stenty Bluvo |
| Subscribed and sworn to before me this day of |
| "OFFICIAL SEAL" JAMES F. HADERLEIN Notary Public Cook County, Illinois Notary Public Cook County, Illinois My Commission Expires Nov. 22, 1991 |

STATE OF ILLINOIS)

COUNTY OF)

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| month bas | is only a | nd have n | o writte | n lease fo | r our tena | ncy. |
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| 3, | That our | . wousury. | rent is | One Hundred | Ninety Five | and no/100 |
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Property of Cook County Clerk's Office

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| deposes a | nd st | ates as | follows: | ~ | • | • | • |
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| 2. | That | we are | renting s | aid apa | rtment | on a | month to |
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| deposes ar | nd states as | | g first duly sv | orn upon | oath, |
| l. First ll | That we are | the tenan | ts at 3646 N. Kil | patrick Ave | nue, |
| 2. month basi | That we are | renting sa have no wr | aid <u>apartment</u> itten lease for | on a | month to ancy. |
| 3. {\$ <u>240</u> ,00 | That our mo) Doliars a | nthly rent nd is paid | is Two Hundred For Chrough Sept | orty and no ember 30, l | 0/100 per month |
| 4. building, | That we hav | e deposited Holmes (5 - 0 - | i security with, in the s | the own amount of | er of my Zero |
| | FURTHER ACE | iants sait | | | |
| | | | Mr. new | u Fersi | Horney |
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| Subsc | cribed and s | worn to be | fore me this ! | 1th day | of, |
| <u> </u> | Andrew Commence of the Commenc | | Sam | ary Publ | aderle. |
| | JAMES F | HADERLEIN COCK COUNTY, ININGIS Expires Nov. 22, 1991 | * | .czy suma | |
| | | | , | | 91899555 |

Property of County Clark's Office