

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made the 27th day of December, 1990, between JOHN VASSILIADES and CATHERINE VASSILIADES, his wife, (hereinafter called the "Assignor"), and NATIONAL BANK OF GREECE, S.A., Chicago Branch (hereinafter called the "Assignee").

WITNESSETH

THAT WHEREAS, Assignor is justly indebted to Assignee for money borrowed in the aggregate principal sum of ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00) or such sum as may be outstanding from time to time pursuant to that certain Mortgage Promissory Note of even date herewith (herein called the "Note") which Note is secured by a certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called "the Mortgage" and the terms of which Note and which Mortgage are hereby incorporated herein by reference) upon certain property (herein called "said Property") in the County of Cook and State of Illinois, to-wit:

PARCEL I The Southerly 1/2 of Lot 341 in Sheridan Drive Subdivision being a Subdivision of part of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, as shown on Plat of said Subdivision recorded April 17, 1891 as Document 4451851, in Cook County, Illinois.

RECORDING \$16.50
11/11/91 GRAN 5218 01/02/91 14:06:00
101240 * 91-013856
COOK COUNTY RECORDER

PIN No. 14-17-107-003, Volume 478

PROPERTY COMMONLY KNOWN AS: 4561 N. Clark, Chicago, Il.

PARCEL II: Lots 16, 17 and 18 in William B. Weigel's Subdivision of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PIN No. 16-02-300-002, Volume 539

PROPERTY COMMONLY KNOWN AS: 3947 W. Division, Chicago, Il.

NOW, THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and effect of said Note, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being herein collectively called the "Indebtedness") and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in any of this Assignment of Rents and Leases, in the Mortgage, or other instrument given in connection with the borrowing of the Indebtedness and referred to in said Note on the Mortgage, and also in consideration of the sum

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of One Dollar (\$1.00) in hand paid, the receipt whereof which is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Assignor under the said Note or under the Mortgage above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the Holder or Holders of the Note or the Mortgage, enter upon, take and maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said Property from time to time either by purchase, repair or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the Indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct

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of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all moneys arising as aforesaid:

1. To the payment of the interest from time to time accrued and unpaid on the said Note;
2. To the payment of the principal of the said Note from time to time remaining outstanding and unpaid;
3. To the payment of any and all other charges secured by or created under the said Mortgage; and
4. To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in 1), 2), and 3) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default in the payment of the Indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from said Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases covering all or portions of the following Property for the terms shown:

Concerning each lease hereinabove described, in the event that Assignor is in default under this Assignment, the Mortgage or the Note, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

1. Cancel or terminate such lease for any reason whatsoever, irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof, or accept a surrender of such lease;
2. Reduce the rent provided for in such lease; or modify such lease in any way, either orally or in writing; or grant any concession in connection with such lease, either orally or in writing;
3. Consent to any assignment of the interest of the tenant in the lease, or to any subletting thereof;
4. Accept any rent payable under the lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Assignee, shall be null and void.

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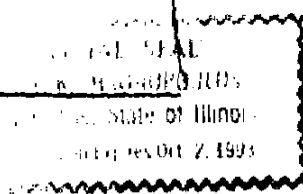
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instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth;

Given under my hand and Notarial Seal this 27th day of December, 1990.

Maria H. Kropoulos
Notary Public

My Commission Expires: _____



This Document Prepared By:

Perry C. Callas
Bishop, Callas & Wagner
550 Woodstock Street
Crystal Lake, Il. 60014
(815) 455-0244
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Record and Return To:

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