

1991 JAN 24 AM II: 22

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### LEASE AND RENT ASSIGNMENT

| 3          | For the p   | ourpose of further securing the Note dat   | ed                     | JANUARY 15,                                   | 1991   |  | made                            |
|------------|---|--|------------------------|---|--|--|---------------------------------|
| 2          | by NBD TE   | RUST COMPANY OF ILLINOIS AS T  | RUSTEE                 | UNDER TRUST                                   | AGREEMENT DATED                              | OCTOBER 31,                              | 1980                            |
| ash        | •   | NOWN AS TRUST #66-4395   | * Su<br>1/k            | ccessor Trustee to NB<br>la Citizens Bank & T | D Park Ridge Bank.<br>rust Company           |  |                                 |
| M)         | payable to  | В  | EARER                  |   |  | in the principal                         | l amount of                     |
| $\omega$   | ONE HI  | UNDREE THIRTY THOUSAND AND NO  | /100THS                |   | DOLLARS (\$                                  | 130,000.00                               | )                               |
| 181        | secured by T                                      | rust Deed bearing even date with said N  | iote, whe              | areby   |  |  |                                 |
| 73         | NBD TE  | RUST COMPANY OF ILLINOIS AS TI   | RUSTEE                 | UNDER TRUST                                   | AGREEMENT DATED                              | OCTOBER 31,                              | 1980                            |
| 11         | AND KN  | NOWN AS TRUST #66-4395   |                        | · · · · · · · · · · · · · · · · · · ·         |  | c  | onveyed to                      |
| 0          | CHICAC  | OO TITLE AND TRUST COMPANY   |                        |   |  | as Trustee, th                           | e following                     |
| 23<br>1    | described real estate:                            |  |                        |   |  |  |                                 |
| QC4 S. 80  | SOUTH   | O IN BLOCK 2 IN ASHLAND A'ENU<br>WEST 1/4 OF SECTION 17, 101/10<br>AN IN COOK COUNTY, ILLINOIS   | E ADDIT                | TION TO RAVEN<br>NORTH, RANG                  | NSWOOD IN THE SO<br>SE 14 EAST OF TH         | UTH WEST 1/4<br>E THIRD PRINC            | OF THE                          |
| a raughton |   | 7 W. WARNER, CHICAGO, IL<br>14-17-310-014  | 4                      |   |  | •  | 14.00                           |
| Conna      |   |  |                        | Uhx,  |  | -  |                                 |
| $\sim$     | and in consid                                     | eration of the making by   |                        | LASALLE                                       | BANK LAKE VIEW                               |  |                                 |
|            | (hereinafter c                                    | alled the ''Bank''), of the loan evidence<br>call the right, title and interest of the unc<br>respect to said real estate or any part th   | d by said<br>Iersigned | Note, the under                               | signed does hereby a<br>raularses of any and | issign, transfer a<br>every kind now o   | nd set over .<br>ir hereafter . |
|            | estate; hereb<br>no default und<br>signed in adva | all rents accrued and to accrue under ea<br>y reserving to the undersigned the privite<br>der sald Note or said Trust Deed or this a<br>ance of its due date. This Assignment sh | ege of co              | llecting said rent                            | s as they bucome due                         | for so long as the                       | ere shall be                    |
|            | The/unde  | naticiaries of<br>ersigned does further hereby covenant a  | nd agree               | with the Bank th                              | at until said indebtedn                      | eus has been paid<br>sion ar dideliver t | d in full, the                  |

such other and additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any time arising out of said real estate.

Until the Bank shall notify the lessee or lessees under said lease or leases and tenant or tenants of said real estate that there has been a default under said Note or said Trust Deed or this Assignment, such lessee or lessees and tenant or tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no instalment of rent shall ever be paid to the undersigned in advance of its due date.

In the event of any default under said Note or said Trust Deed or this Assignment, the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and

RETURN TO RECORDER'S OFFICE BOX NO. .

THIS HISTHUMENS WAS PREPARED AND LEASTED BY LABALLE BANK LAKE VIEW 3201 N. ASHLAND AVENUE CHICAGO, ILLINGIS 60657

KATHLEEN THORNTON

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upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the name(s) of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under said lease or leases, and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, but the Bank shall not be responsible for the performance of any of the covenants of the lessor or lessors of the lessee or lessees in said lease or leases or for the performance of any of the obligations of the landlord nor for the collection of any such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal, or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Trust Deed.

If the Bank shall negotiate or transfer said Note, it may assign all its right, title and interest hereunder to the holder or transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the term "the undersigned" shall be taken to refer to each and all the signers.

If this instrument is signed by a Trustee, it shall not be personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said Note or Notes, or Trust Dend contained shall be construed as creating any liability on the said Trustee, either individually or as Trustee aforesaid, personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either expressed or implied herein or in said Notes or Trust Deed contained, all such liability, if any, being expressly waiver by the holder of said Note or Notes and by every person now or hereafter claiming any right or security hereunder, and that so is as said Trustee, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holder of said Note or Notes and the owner or owners of any indebtedness accruing thereunder shall look solely to the premises above described for the payment thereof, or to the personal liability of any guarantor thereon.

IN WITNESS WHEREOF. Null CRUST COMPANY OF ILLINOIS, but as Trustee as aforesaid, has caused these presents

to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer this <u>15TH</u>

day of JANUARY OF 19 91

#### 

This ASSIGNMENT OF RENTS is executed by NBO TRUST of PANY OF ILLINOIS, successor Trustee to NBD Park Ridge Bank, formerly known as Citizens Bank and Trust Compiny, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contined therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said Trustee, nor as any admission that the said Trustee is entitled to any of the rents, issues, or profits under the said Trust, it being understood by all parties hereto that the Trustee at no time is entitled to rerelve any of the rents, issues, or profits of or from said trust property. This instrument is executed by NbD TRUST COMPANY OF ILLINOIS, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforcel against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertoid gs or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now thereafter claiming any right or security thereunder. It is understood and agreed that NBD TRUST COMPANY Of ILLINOIS, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or noncet on taken in violation of any of the covenants herein contained.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatered release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, oxilding, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any laws it brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

NBD TRUST COMPANY OF ILLINOIS, secessor Trusten to NBD Park Ridge Bank, formerly known as Citizens Bank and Trust Company, as Trustee moor Trust No. 66-4395, and not individually

stant Vice President and Trust Officer

ATTEST:

Trust Officer M. Thatcheck

State of Illinois) County of Cook ) 55.

I, the undersidned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the above Officers of NBD IRUST COMPANY OF ILLINOIS, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Irustee, as aforesaid, for the uses and purposes therein set forth; and the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as Irustee as aforesaid, for the uses and purposes therein set forth.

\*\*CLINEAR and as a substant of the Corporate Irustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of January

Mildred Josko

"OFFICIAL SEAL"

Midred Nosko

Notary Public, State of Diamis

Wy Communican Eventral 6, 2009

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| B persona, v known to me to be the                               | rusi Officer of said Bank, who ar  | Г ,потрыство в за same   |                                      |
|--|--|--|--------------------------------------|
| bns ,  | e President lof the  |  |                                      |
| DO HEREBY CERTIFY THAT   | County, in the State atoresai  | t, a Notary Public in and for said   |                                      |
|  | γ/   | (  | COUNTY OF                            |
|  |  | (  | STATE OF ILLINOIS                    |
| 1 OHICEL   | 31131  |  |                                      |
|  | :1831:   | .V   |                                      |
|  |  | Vice President   |                                      |
|  | 4  |  | :y8                                  |
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| ипэиты аг <b>о</b> лайл <b>я с</b> п                             | TELINOIS ATTENDED ATT | Successor Trustactory  Y OF ILLINOIS 1848 Clitents Bank 4.1  RESAID AND NOT PERSONALLY | NAMO TRUST COMPAN                    |
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| ИО ИСИЕТО ТО ЭТИЕТ!<br>ИВО ДИПЕТО ТО ЭТИЕТ!                      | TELINOIS ATTENDED ATT | Y OF TLLLMOLS Was Chizons Bank & I   | NAMO TRUST GOMPAN                    |
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| MED HURELO 18 GURETI   | TELINOIS ATTENDED ATT | Y OF TLLLMOLS Was Chizons Bank & I   | NAMO TRUST GOMPAN                    |
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GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_

Notary Public

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