

COOK COUNTY, ILLINOIS
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ASSIGNMENT OF RENTS

Burbank, Illinois, March 1, 1991

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72-91-8897

KNOW ALL MEN BY THESE PRESENTS, THAT THE COLE TAYLOR BANK, an Illinois Banking Corporation, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated February 10, 1986 and known as trust number 4509, hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt whereof are hereby acknowledged, does hereby assign, transfer and set over unto COLE TAYLOR BANK its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate situated in the County of Cook and State of Illinois, and described as follows, to-wit:

See attached Exhibit "A"

This instrument is given to secure payment of the principal sum of Six Hundred Fifty Thousand and No/100 (\$650,000.00, Dollars, and interest upon a certain loan secured by Trust Deed to COLE TAYLOR BANK as Trustee dated March 1, 1991 and recorded in the recorder's office of above-named County, conveying the real estate and premises hereinabove described, and to secure the Liabilities, as hereinafter defined, and this instrument shall remain in full force and effect until the Liabilities have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said trust deed above described, the First Party will, whether before or after the note or notes secured by said trust deed is or are declared to be immediately due in accordance with the terms of said trust deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or before or after

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any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, 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 indebtedness secured by said trust deed, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged 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 real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said trust deed, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, 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 real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, whether in-house or outside, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party 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 Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:

(1) To the payment of Second Party's expenses with respect to such real estate and premises, including but not limited to operating expenses, taxes and assessments, repairs and improvements; (2) To the payment of interest on the principal and overdue interest on the note or notes or other Liabilities secured by said trust deed, at the rate therein provided; (3) To the payment of the interest accrued and unpaid on the said note or notes or other Liabilities; (4) To the payment of the principal of said note or notes or other Liabilities from time to time remaining outstanding and unpaid; (5) To the payment of any and all other charges secured by or created under the said trust deed above referred to; and (6) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), (4), and (5) to the First Party.

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This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by Cole Taylor Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Cole Taylor Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said first party or on said Cole Taylor Bank, personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said Cole Taylor Bank, personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

The First Party represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises or real estate for more than one installment in advance and that the payment of none of the rents to accrue or accrued for any portion of the premises has been or will be waived, released, reduced or discounted, or otherwise compromised by the First Party.

Nothing herein contained shall be construed as constituting the Second Party a "mortgagee-in-possession" in the absence of taking of actual possession of the premises by the Second Party pursuant to the provisions contained herein.

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First Party hereby indemnifies and holds Second Party harmless from all liability, loss or damage, including in-house or outside attorneys' fees, which First Party incurs under any leases or agreements for occupancy of the premises or the assignment thereof and of the rentals and income therefrom.

First Party specifically authorizes and instructs each and every person who may now or in the future occupy any portion or all of the premises to pay all unpaid rentals or deposits to Second Party upon receipt of Second Party's demand for same.

IN WITNESS WHEREOF, Cole Taylor Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ~~Assistant Vice President and Trust Officer~~ President and Trust Officer, and its corporate seal to be hereunto affixed and attested by its ~~Assistant Vice President and Trust Officer~~ President and Trust Officer, the day and year first above written.

COLE TAYLOR BANK

As Trustee as aforesaid and not personally.

By *[Signature]*
~~Assistant Vice President and Trust Officer~~ Trust Officer

Exoneration provision restricting any liability of Cole Taylor Bank stamped on the reverse side hereof or attached hereto is hereby expressly made a part hereof.

Attest *[Signature]*
~~Assistant Vice President and Trust Officer~~
ASST. SECRETARY

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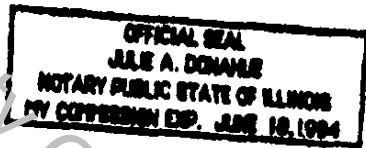
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STATE OF ILLINOIS)
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that SANDRA T. RUSSELL, TRUST OFFICER Vice President & Trust Officer of Cole Taylor Bank and NANCY O'DOWD ASST. SECTY. Assistant Vice President & Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President & Trust Officer, and Assistant Vice President & 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 Bank, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Vice President & Trust Officer then and there acknowledge that SHE, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as HER own free and voluntary act as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7TH day of MARCH A.D. 1991.

Jane A. Donahue
Notary Public



THIS DOCUMENT WAS PREPARED BY & TO BE RETURNED TO:

Lenore A. Tobin
COLE TAYLOR BANK
5501 W. 79TH STREET
BURBANK, IL 60459

By 333

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Property of Cook County Clerk's Office

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COUNTY STATE CLERK YRATOM
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EXHIBIT 'A'

LEGAL DESCRIPTION

PARCEL 1:

That part of Block 12 in Van Vlissingen Heights Subdivision; a Subdivision of parts of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of the Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1926 as Document 92866759 bounded and described as follows:

Commencing at a point 23 feet North of the South line and 136 feet 5 1/2 inches East of the West line of Lot 14 in said Block 12 proceeding 125 feet East therefrom; Thence North 173 feet; Thence West 125 feet; Thence South 173 feet to point of beginning, in Cook County, Illinois.

PARCEL 2:

That part of Block 12 in Van Vlissingen Heights Subdivision aforesaid bounded and described as follows:

Commencing at a point 59 feet North of the South Line and 71 feet East of the West line of Lot 14 in said Block 12 proceeding 65 feet, 5 1/2 inches East therefrom; Thence North 105 feet, 6 inches; Thence West 65 feet 5 1/2 inches; Thence South 105 feet 6 inches to the point of beginning, in Cook County, Illinois

PARCEL 3:

Lots 1 and 2 and the West 7 feet of Lot 3 in Block 1 and the North 1/2 of the vacated East and West alley lying South of and adjoining said Lots 1 and 2 and the West 7 feet of Lot 3 in said Block 1 and the East 1/2 of vacated Chappel Avenue lying West of Lot 1 in Block 1 and lying West of and adjoining the North 1/2 of the vacated East and West alley lying South of and adjoining Lot 1 in Block 1 all in Van Vlissingen Heights Subdivision aforesaid.

ALSO,

Lots 1 to 10, both inclusive, and the North 1/2 of the vacated East and West alley lying South of and adjoining said Lots 1 to 10, both inclusive, in Block 12 and the West 1/2 of that part vacated Chappel Avenue lying East of and adjoining said Lot 10 in Block 12 and lying East of and adjoining the North 1/2 of said vacated East and West alley, also Lots 11 to 14, both inclusive, and Lots 35 to 38, both inclusive, and all that part of the vacated North and South alley lying between and adjoining said Lots 11 to 14, both inclusive, and 35 to 38 both inclusive and the South 1/2 of the vacated East and West alley lying North of and adjoining

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said Lots 11 and 38 and lying North and adjoining said vacated North and South alley in Block 12, also that part of the West 6 feet of vacated Chappel Avenue lying East of and adjoining said Lots 35 to 38 both inclusive (except the South 5 feet of Lot 35) and lying East of and adjoining said South 1/2 of said vacated East and West alley in Block 12 all in Van Vlissingen Heights Subdivision aforesaid excepting therefrom Parcels 1 and 2 above described, in Cook County, Illinois.

PARCEL 4:

Lot 3 (except the West 7 feet thereof) Lot 4 and the West 7 feet of Lot 5 in Block 1 and the North 1/2 of the vacated East and West alley lying South of and adjoining said Lot 3 (except the West 7 feet thereof); Lot 4 and the West 7 feet of Lot 5 in said Block 1 all in Van Vlissingen Heights Subdivision, a Subdivision of parts of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of the Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1926 as Document Number 9235759, in Cook County, Illinois.

PARCEL 5:

Lot 5 (except the West 7 feet thereof) and Lots 6 to 12, both inclusive, in Block 1 in Van Vlissingen Heights, a Subdivision of part of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of the Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 6:

The North 1/2 of the vacated East and West alley lying South and adjoining Lot 5 (except the West 7 feet thereof) and Lots 6 to 12, both inclusive, in Block 1 in Van Vlissingen Heights aforesaid, in Cook County, Illinois.

PARCEL 7:

Lots 1 to 11, both inclusive, in Block 12 in Hugh Maginnis 95th Street Subdivision of the East 1/2 of the West 1/2 of the North East 1/4 of fractional Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, North of the Indian Boundary Line, in Cook County, Illinois.

PARCEL 8:

Lots 15 through 18 and the North 19.69 feet of Lot 19 in Block 12; together with all of the vacated North and South alley lying East of and adjoining the aforesaid Lots in Van Vlissingen Heights, a Subdivision of parts of the East 2/3 of the North West 1/4 and the West 1/2 of the North East 1/4 North of Indian Boundary Line of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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LEGAL DESCRIPTION CONTINUED

PARCEL 9

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 8 AS CREATED IN INSTRUMENT RECORDED AS DOCUMENT NUMBER 20459019.

P.I.N. #25-12-201-080
#25-12-201-079
#25-12-200-044
#25-12-200-040
#25-12-201-078
#25-12-201-077
#25-12-200-043
#25-12-200-039

Property location: 9511-9539 S. Jeffery Blvd. and
2015-2101 E. 95th St., Chicago, IL

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