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CFC 1272-0 4/26/91 5/10/91

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Property Address: 7424 S. Mason Ave., Bedford Park, IL  
Permanent Real Estate Tax Index Number: 19-29-100-038 and 19-29-200-031

PREPARED BY:  
FREEMAN & KOHN  
2 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602



RETURN TO:  
FREEMAN & KOHN  
2 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

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COOK COUNTY RECORDER

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ASSIGNMENT OF RENTS AND LEASES  
(BORROWER AND BENEFICIARY)

THIS ASSIGNMENT OF RENTS AND LEASES (BORROWER AND BENEFICIARY), made as of May 1, 1991, is by, between and among:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated October 14, 1986 and known as Trust No. 100292-05, whose address is 33 North LaSalle Street, Chicago, Illinois 60602 (hereinafter called "Borrower");

STEVEN JALOVEC whose post office address is 7069 Rock Springs Drive, Hamilton, Ohio 45011, LAWRENCE HAJIK whose post office address is 7022 West 95th Place, Oak Lawn, Illinois 60453, EDWARD BORKOWSKI whose post office address is 5818 Raintree Court, Westmont, Illinois 60559, RICHARD BORKOWSKI whose post office address is 6346 Knollwood Court, Lisle, Illinois 60532, JOHN BORKOWSKI whose post office address is 8740 South 82nd Court, Hickory Hills, Illinois 60457 and MASON ASSOCIATES, an Illinois general partnership whose address is 7424 South Mason Avenue, Bedford Park, Illinois 60459 (hereinafter collectively called "Beneficiaries"); and

COHEN FINANCIAL CORPORATION, whose address is 2 North LaSalle Street, Suite 1400, Chicago, Illinois 60602 (hereinafter called "Assignee").

Borrower and Beneficiaries are hereafter collectively called the "Assignor". Beneficiaries, except Mason Associates, own one hundred percent (100%) of the beneficial interest in said Trust Agreement, but have no legal or equitable interest in the Premises hereinafter described.

W I T N E S S E T H:

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and

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interest of the Borrower and Beneficiaries in, to and under the leases of the real estate described in **EXHIBIT A** attached hereto and made a part hereof ("Premises"), whether now in existence or hereafter entered into including the leases described in the Schedule of Leases attached hereto and made a part hereof and all guaranties, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Premises.

**This Assignment is made for the purpose of securing:**

A. The payment of the indebtedness (including any extensions or renewals thereof) is evidenced by a certain Note ("Note") of Borrower of even date herewith in the principal sum of **NINE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$925,000.00)** and secured by a certain Mortgage ("Mortgage") dated of even date herewith encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

**Assignor covenants and agrees with Assignee as follows:**

1. That the sole ownership of the entire lessor's interest in the Leases is, or, as to future Leases, shall be vested in Borrower or Beneficiaries, or both of them, and that Borrower and Beneficiaries have not, and each shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any rents thereunder been collected more than one month in advance nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3. That none of the Leases shall be altered, modified, amended, terminated, cancelled, extended, renewed or surrendered nor will rental be collected more than one month in advance nor will any term or condition thereof be waived nor shall Assignor consent to any assignment or subletting by any lessee thereunder without the prior written approval of the Assignee.

4. That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or

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lapse of time or both, would constitute a default under any of the Leases.

5. That Assignor shall give prompt notice to Assignee of any notice received by Borrower and/or Beneficiaries claiming that a default has occurred under any of the Leases on the part of the Borrower or Beneficiaries, together with a complete copy of any such notice.

6. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

7. That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

8. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

The parties further agree as follows:

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default has occurred under the terms and conditions of the Note, Mortgage or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Borrower and Beneficiaries hereby irrevocably appoint Assignee their true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower and/or Beneficiaries or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby

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expressly authorized and directed to pay any and all amounts due Borrower and/or Beneficiaries pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower and/or Beneficiaries in respect of all payments so made.

From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Assignor hereby agrees to indemnify, hold harmless and defend Assignee from and against any liability, loss or damage incurred by Assignee under the Leases until such time as Assignee shall actually take possession of the Premises. Nothing herein contained shall be construed as constituting the Assignee a mortgagee in possession of the Premises in the absence of the actual taking of possession of the Premises by the Assignee.





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Chicago, Illinois 60602

With a copy to: **FREEMAN & KOHN**  
2 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

The term "Assignor", "Assignee", "Borrower" and "Beneficiaries" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, the singular shall include the plural and the plural shall likewise include the singular.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

This Assignment may be executed and acknowledged in any number of counterparts and such executed and acknowledged counterparts may be collated by counsel for Assignee. All of such executed counterparts, including collated signature pages, shall for all purposes be deemed to be originals and all such counterparts, taken together, shall constitute but one and the same Assignment.

THIS ASSIGNMENT is executed by Borrower, 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 the undersigned hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Borrower personally to perform any covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

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STATE OF ILLINOIS

CLERK OF COURT

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CLERK OF COURT

You are advised that you have been notified of the filing of a writ of habeas corpus in the above captioned case.

The writ is returnable on the 14th day of the month of \_\_\_\_\_, 20\_\_\_\_, at the Court House in the City of Chicago, Illinois, at 10:00 o'clock in the forenoon.

If you are unable to appear in person, you may appear by a duly qualified attorney at law who has filed a certificate of appearance with the Clerk of Court.

You are advised that you have the right to be heard in your own defense and to be represented by counsel. If you are unable to afford the services of an attorney, you may apply to the Clerk of Court for the appointment of a public defender.

Should you wish to file a written statement in support of your application for a writ of habeas corpus, you should file the same with the Clerk of Court at least 10 days before the return of the writ. A written statement in support of your application for a writ of habeas corpus should be filed with the Clerk of Court at least 10 days before the return of the writ.

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Waiver of or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Mortgage or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All Notices required or permitted under this instrument shall be in writing and shall be either by: (i) hand delivery to the addresses for notices; (ii) delivery by overnight courier service to the addresses for notices; (iii) by certified mail, return receipt requested, addressed to the addresses for notice by United States Mail, postage prepaid.

All notices shall be deemed received upon the earlier to occur of: (i) the hand delivery of such notice to the addresses for notice; (ii) one business day after the deposit of such notice with an overnight courier service addressed to the addresses for notice; or (iii) three days after depositing the notice in the United States Mail as set forth in (iii) above. All notices shall be addressed to the following addresses:

If to Assignor:                    AMERICAN NATIONAL BANK AND TRUST COMPANY OF  
CHICAGO, not personally but as Trustee under  
Trust Agreement dated October 14, 1986 and  
known as Trust No. 100292-05  
33 North LaSalle Street  
Chicago, Illinois 60602

With a copy to:                    GOLDSTINE, SKRODZKI, RUSSIAN, NEMEC AND  
HOFF, LTD.  
7660 West 62nd Place  
Summit, IL 60501

Attn. Mr. Kenneth J. Nemec, Jr.

If to Assignee:                    COHEN FINANCIAL CORPORATION  
2 North LaSalle Street  
Suite 1400

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DATE TO BE FILED

TO THE CLERK OF THE COURT  
IN AND FOR THE COUNTY OF COOK  
STATE OF ILLINOIS  
IN RE: [Illegible Name]  
[Illegible Address]  
[Illegible City, State, Zip]  
[Illegible Phone Number]  
[Illegible Email Address]  
[Illegible Date]  
[Illegible Signature]

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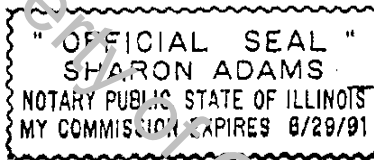
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Sharon Adams, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT **STEVEN JALOVEC**, who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15<sup>th</sup> day of May, A.D. 1991.



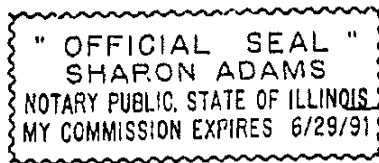
Sharon Adams  
Notary Public

My Commission expires: 6-29-91

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Sharon Adams, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT **LAWRENCE HAJIK**, who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15<sup>th</sup> day of May, A.D. 1991.



Sharon Adams  
Notary Public

My Commission expires: 6-29-91

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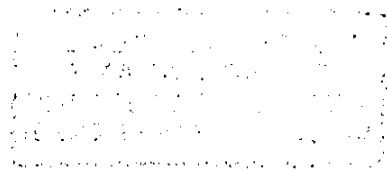
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NOTICE TO THE PUBLIC  
The following information is being provided for your information.  
This information is being provided for your information.  
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For more information, please contact the following office.



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10/22/2010

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## EXHIBIT A LEGAL DESCRIPTION

Property Address: 7424 S. Mason Ave., Bedford Park, IL

Permanent Real Estate Tax Index Number: 19-29-100-038 and 19-29-200-031

THAT PART OF THE NORTH 1/2 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF WEST 73RD STREET (BEING A LINE 1373.0 FEET, MEASURED PERPENDICULARLY, SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 29, AFORESAID), 2465.398 FEET WEST OF THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 29 AFORESAID; THENCE DUE SOUTH 775.143 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE DUE SOUTH 343.0 FEET TO A POINT IN A LINE 190.0 FEET NORTH OF AN PARALLEL WITH THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 29, AFORESAID; THENCE NORTH 89 DEGREES 53 MINUTES 20 SECONDS WEST ALONG SAID PARALLEL LINE 579.25 FEET TO ITS INTERSECTION WITH A CURVED LINE, CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 368.765 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 420.92 FEET TO A POINT OF TANGENCY WITH A LINE PERPENDICULAR TO THE SOUTH LINE OF WEST 73RD STREET (HEREINBEFORE DESCRIBED) AND PASSING THROUGH A POINT IN SAID SOUTH LINE 2829.398 FEET WEST OF THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 29 AFORESAID; THENCE DUE NORTH ALONG SAID PERPENDICULAR LINE 6.585 FEET TO A LINE 2148.143 FEET DUE SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SECTION 29 AFORESAID; THENCE NORTH 9 DEGREES 55 MINUTES 34 SECONDS EAST 20.304 FEET; THENCE DUE EAST 26.50 FEET; THENCE DUE SOUTH 20.0 FEET TO A LINE 2148.143 FEET DUE SOUTH OF THE NORTH LINE OF SECTION 29 AFORESAID; THENCE DUE EAST ALONG SAID LINE 334.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

91235701





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## SCHEDULE OF LEASES

Name of Tenant:

Date of Lease:

Midwest Warehouse and Distribution  
Systems, Inc.

May 15, 1991

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State of Illinois

County of Cook

Notary Public

My Commission Expires

on \_\_\_\_\_ 20\_\_\_\_

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