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02/15/92

ORIGINAL

FORM 201M
10/16/91

COLLATERAL ASSIGNMENT
OF LEASES AND RENTS

THIS ASSIGNMENT, made as of this 8th day of April, 1992, by Derrylene A. Shoemaker, as (Assignor) to FIRST NATIONAL BANK OF CICERO, a national Banking Association, having its principal place of business in Cicero, Illinois, as Assignee;

DEPT-01 RECORDING \$29.00
T:1111 GRAN 0361 06/23/92 15:41:00
#7599 : A * - 92 - 455987
COOK COUNTY RECORDER

WITNESSETH THAT:

WHEREAS, Assignor, to evidence and secure a loan indebtedness has made and delivered to Assignee a promissory note of even date herewith in the principal amount of Seven Hundred Forty Thousand Dollars (\$740,000.00), payable as in the note provided and finally maturing on April 8, 1993, with interest as therein expressed, and has executed and delivered a Mortgage (it being agreed that "mortgage" as hereinafter used shall be construed to mean "Deed of Trust" or "Trust Deed" or Deed to Secure Debt" if the context so requires) bearing the aforesaid date to secure said Note on certain real estate in the County of Cook, State of Illinois, more particularly described as follows:

See Exhibit "A-2" attached hereto and by express reference made a part hereof.

including the improvements now or hereafter thereon and the easements, rights and appurtenances thereunto belonging, all of which with said real estate being hereinafter called the "mortgaged premises"; and

WHEREAS, Assignee has required the assignment hereinafter made as a condition to making the above loan;

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said note and the mortgage and any and all amendments, extensions and renewals thereof, all leases affecting the mortgaged premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment, and all amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "leases," and all rents and other income 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 mortgaged premises, it being intended hereby to establish a complete transfer of all leases hereby assigned and all the rents and other income arising thereunder and on account of the use of

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FIRST AMERICAN TITLE INSURANCE

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the mortgaged premises unto Assignee, with the right, but without the obligation, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such leases as may from time to time be designated by Assignee.

Assignor hereby appoints Assignee the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place and stead, to demand, collect, receipt and give complete acquittances for any and all rents and other amounts herein assigned which may be or become due and payable by the lessees and other occupants of the mortgaged premises, and at its 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 Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect herein assigned. Lessees of the mortgaged premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned 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 Assignor in respect of all payments so made.

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 assigned hereunder, including the right to enter upon the mortgaged premises, or any part thereof, and take possession thereof forthwith to the extent necessary to effect the cure of any default on the part of Assignor as lessor in any of the leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without 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 mortgaged premises and of any indebtedness or liability of Assignor 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 mortgaged premises or of making some rentable, attorney fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on said note and the mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press 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; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss or damage which may or might be

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incurred by it under said leases or by reason of the Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the mortgaged premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the leases, or for any waste of the mortgaged premises by the lessee under any of the leases or any other party, or for any dangerous or defective condition of the mortgaged premises or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and, with the covenants, warranties, and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said promissory note, and shall be binding upon assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the mortgaged premises.

Notwithstanding any provision herein to the contrary, prior to a default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement of Assignor contained herein, or in said note or the mortgage, or in any of the leases, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month in advance, all rents and other income arising under the leases and from the mortgaged premises, and to enforce all provisions contained in the leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon default in payment of any indebtedness secured hereby or in the performance of any other obligation, covenant or agreement of Assignor contained in said note or the mortgage, or in this Assignment, or in any of the leases; and upon written notice of Assignor's default at any time hereafter given by Assignee to any lessee by mailing same by United States registered mail, postage prepaid, addressed to the lessee named in the lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the lessee shall be paid and performed by the lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any

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legal or equitable remedies under the mortgage. Any lessee of the mortgaged premises or any part thereof is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance and any payment so made prior to receipt by such lessee of notice of Assignor's default shall constitute a full acquittance to lessee therefor.

IN WITNESS WHEREOF, Assignor has executed these presents as of the day and year first above written.

Derrylee A. Shoemaker
Derrylee A. Shoemaker

STATE OF ILLINOIS
COUNTY OF Cook

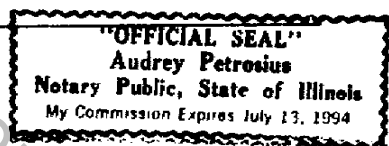
I, Audrey Petrosius, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT

Derrylee A. Shoemaker PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) ARE/IS SUBSCRIBED TO THE FOREGOING INSTRUMENT APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT She SIGNED AND DELIVERED THE SAID INSTRUMENT AS her OWN FREE AND VOLUNTARY ACT AND AS her FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 8th DAY OF April, 1992.

Audrey Petrosius
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/13/94



THIS INSTRUMENT WAS PREPARED BY;

RONALD J. FARMER
VICE PRESIDENT
FIRST NATIONAL BANK OF CICERO
6000 West Cermak Road
Cicero, IL. 60650
(708) 780-4903

RETURN DOCUMENTS TO:
RECORDER'S BOX #284

02411097

Property of Cook County Clerk's Office

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EXHIBIT "A-2" LEGAL DESCRIPTION

This Exhibit is attached hereto and made an integral part hereof to that certain Mortgage and that certain Collateral Assignment of Leases and Rents each dated April 8, 1992 by and between First National Bank of Cicero and Derrylene A. Shoemaker.

That part of Lot 8 in the Circuit Court Partition of the South 1/2 and that part of the Northwest 1/4 lying South of the Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois according to the Plat of said Circuit Court Partition recorded in the Office of the Recorder of Cook County, Illinois, in Book 67 of plats, page 44 on April 29, 1897 as Document 2530529, bounded and described as follows:

Beginning at the intersection of the West Line of South Tripp Avenue (a private street) with a Line Parallel to and 676 feet South of the East and West Center Line of said Section 3; thence South along said West line of South Tripp Avenue to its intersection with a line parallel to and 944.32 feet south of said East and West centerline of Section 3; thence West along last described parallel to its intersection with a straight line extending from a point which is 1084.32 feet South of said East and West centerline of Section 38 and 838.93 feet East of the North and South Centerline of said Section 3 to a point which is 894.32 feet South of said East and West centerline and 817.93 feet East of said North and South centerline of Section 3; thence northerly along the above described straight line to said point which is 894.32 feet south of said East and West centerline and 817.93 feet east of said North and South centerline of Section 3; thence North along a line 817.93 feet east of and parallel to said North and South centerline of said Section 3, to its intersection with said line that is parallel to and 676 feet south of said East and West centerline of Section 3; and thence east along the last above-mentioned parallel line to the point of beginning. The above description is based upon the following definitions: South Tripp Avenue is defined as a strip of land lying in Lot B of the Subdivision recorded in Book 67 of plats, page 44 on April 29, 1897 as Document 2530529, which is 66 feet in width extending southerly from a Straight Line parallel to and 33 feet South of the East and West centerline of Section 3 to the North Line of West 47th Street (a public street); the east line of said strip is a straight line parallel to and 1008.93 feet east of the north and south centerline of said Section 3; the West line of said strip adjoining on the east line of the land herein described is a straight line parallel to and 66 feet west of the east line of said strip. The North and South centerline of said Section 3 is defined as a straight line drawn from a point on the North line of said Section 3, measured 2648.14 feet west from the northeast corner of said Section 3 and measured 2642.84 feet east from the northwest corner of said Section 3 to a point on the South line of said Section 3 measured 2669.37 feet west from the Southeast corner of said Section 3 and measured 2668.04 feet east from the southwest corner of said Section 3. The East and West centerline of said Section 3 is defined as a straight line drawn from a point on the east line of said Section 3 measured 2597.19 feet south from the northeast corner of said Section 3 and measured 2569.84 feet north from the southeast corner of said Section 3 to a point on a west line of said Section 3 measured 2598.77 feet from the northwest corner of said Section 3 and measured 2661.19 feet north from the southwest corner of Section 3, all in Cook County, Illinois; and an easement for the benefit of Parcel 1, as created and defined in that certain Trustee's Deed recorded June 23, 1964 as Document 19164476 for Ingress and Egress over, upon, across and along a private street known as South Tripp Avenue, being a strip of land 66 feet in width and adjoining the east line of Parcel 1.

Commonly Known As: 4420 South Tripp Avenue
Chicago, Illinois 60632

P.I.N: 19-03-400-119 Volume 379

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