815 West 63rd Stre Chicago, Illingia 80821

BAUTISTA and A BAUTISTA, his WEST 18TH STREET JUAN GLORIA BI 2059 WEST his wife CHICAGO, IL 60608

312-283-2400

ASSIGNMENT OF . RENTS

(312) 873-8800 JUAN BAUTISTA and GLORIA BAUTISTA, hi 2059 WEST 18TH STREET CHICAGO, IL 60608 his wife

BORROWER 92471205

312-733-1382

Yelephone Numb

ADDRESS OF REAL PROPERTY:

\$25.00

COOK COUNTY RECORDER

2059 WEST 18TH STREET CHICAGO, IL 60608 CHICAGO,

312-283-2400 Made it w 312-733-1382 PRINCIPAL AMOUNT/ CREDIT LIMIT OFFICER INITIALS . WITHREST RATE MATURITY DATE SE CUSTOMER NUMBER 35 THE LOAN NUMBER 07-38376 9.35 \$112,500.00 06/11/92 06/15/97

1. ASSIGNMENT. To furning secure the payment of the promissory note or credit agreement described above (the "Note") and the performance of the Mortgage or Deed of Trust which encumbers the real property described in Schedule A on the reverse side of this Agreement, Grantor absolutely assigns to Lender all of Grantor's Interest in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property and any improvements located thereon (the Premises). This Assignment is to be broadly construed and shall encompass all rights, benefits and advantages to be derived by the Grantor from the Leases and renewals thereof, and all security deposits paid under the Leases and renewals thereof, and all security deposits paid under the Leases and renewals thereof, and all security deposits paid under the Leases and renewals thereof, and all security deposits paid under the Leases and renewals thereof.

- 2. MODIFICATION OF LEASES. Granto grants to Lender the power and authority to modify the terms of any of the Leases and to surrender or terminate the Leases upon such terms as Langer may determine.
 - 3. COVENANTS OF GRANTOR. Grantor covenants and agrees that Grantor will:

Observe and perform all the obligations imported upon the landlord under the Leases.

Refrain from discounting any future renia coexecuting any future assignment of the Leases or collect any rents in advance without the written consent of Lender. Perform all necessary steps to maintain the a curity of the Leases for the benefit of Lender Including, if requested, the periodic submission to G.

Lender of reports and accounting information intating to the receipt of rental payments. Refrain from modifying or terminating any of the Lyase's without the written consent of Lender.

Execute and deliver, at the request of Lender, any anticompose and assignments with respect to the Leases as Lender may periodically require.

REPRESENTATIONS OF GRANTOR. Grantor represents and immants to Lender that:

- The tenants under the Leases are current in all rent paymer ta and "re not in default under the terms of any of the Leases.

 Each of the Leases is valid and enforceable according to itr terms, and there are no claims or defenses presently existing which could be b. asserted by any tenant under the Leases against Grantor or an, assignee of Grantor.
 No rents or security deposits under any of the Leases have previourly been assigned by Grantor to any party other than Lender.

Grantor has not accepted, and will not accept, rent in excess of one munth in advance under any of the LDases. М

- Grantor has the power and authority to execute this Assignment.

 Grantor has not performed any sot or executed any instrument which, or prevent Lender from collecting rents and taking any other action. under this Assignment.
- 5. GRANTOR MAY RECEIVE RENTS. As long as Grantor or Borrower is not in default inches any obligation to Lender or under the Mortgage or Deed of Trust or this Agreement, Grantor may collect all rents and profits from the Leases when due and may use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all rents and profits into an account me intained by Grantor or Lender at Lender's institution.
- 6. DEFAULT AND REMEDIES. Upon default in the payment of any indebtedness of Eorrow? Co. Lender or in the performance of any obligation or covenant of Borrower or Grantoi in this Assignment or any other agreement, Lender may at its option take possession of the real property and the improvements and have, hold, misnage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all rents, income and profits from the Premises, and Lender shall have full power to proceed years and profits from the Premises, and Lender shall have full power to provide the property of the p or replacements to the Premises as Lender may deem proper. Lender may apply all rents, income and profits to the premises as Lender may deem proper. Lender may apply all rents, income and profits to the payment of the cost of such alterations, reposits and replacements and any expenses incident to taking and retaining possessic of the real property and the management and operation of the real property. Lender may keep the Premises properly insured and may discharge any two, sharges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the rents, issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage or Deed of Trust. These amounts, together with attorneys' fees and other costs, shall become part of the indebtedness secured by the Mortgage or Deed of Trust and this Assignment.

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONJITIONS OF THIS AGREEMENT INCLUDING THE PROVISIONS ON THE REVERSE SIDE. GRANTOR ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

Dated: JUNE 11, 1992	na na matematik kang menantahan penganan bersalah menantah bersalah bersala
	BY: GLORIA BAUTISTA BY: GLORIA BAUTISTA
TITLE:	JULY JANKTED
GRANTOR:	GRANTOR:
BY:	BY:
TITLE:	TITLE:
LENDER: OBICAGO CITY BANK & TRUST COMPANY BY: COLOMBRY Collins	
ASST. VICE PRESIDENT	

- 7. POWER OF ATTORNEY. Granter in except and rizes and rise stanton at orney-infact out to with numberest, at Lender's option, upon taking possession of the real property and imporeigness upon taking possession of the real property and imporeigness and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Previous in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the real property and improvements as Lender may of perform the receipt by Lender of any rents, income or profits under this Assignment after institution of foreclosure proceedings under the Mortgage or Deed of Trust shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.
- 8. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Grantor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, expenses and reasonable attorneys' fees, shall be secured by the Note which this Assignment secures. Grantor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Grantor to do so, Lender may accelerate and declare due at sums owed to Lender by Grantor under any obligation.
- sums owed to Lender by Grantor under any obligation.

 3072 9. NOTICE TO TENANTS. A written demand by Lender under the Leases for the payment of rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Grantor.
 - 10. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Mortgage or Deed of Trust and may be enforced without regard to whether Lender Institutes foreclosure proceedings under the Mortgage or Deed of Trust. This Assignment is in addition to the Mortgage or Deed of Trust and shall not affect, diminish or impair the Mortgage or Deed of Trust. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Mortgage or Deed of Trust.
 - 11. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fall to exercise any of its rights without causing a waiver of those obligations or rights. Newliver on one occasion shall not constitute a waiver or any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender ane ids, compromises, exchanges, falls to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral. Grantor waives any right to a jury trial which Grantor may have under applicable law.
 - 12. NOTICES. Any notice of other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or with other address as the parties may designate in writing from time to time.
 - 13. SEVERABILITY. If any provision at this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.
 - 14. COLLECTION COSTS. If Lender hipse in attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys' frue and collection costs (subject to any restrictions imposed by law).
 - 15. MISCELLANEOUS
 - a. A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage or Deed of Trust so long as, in Lender's opinion, such default results in the impairment of Lender's security.
 - A violation by Grantor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage or Deed of Trust.
 - c. This Agreement strail be birding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legitee i, and devisees.
 - d. This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantor consents to the jurisdiction and venue of any court located in the state indicated in Lander's address in the event of any legal proceeding under this Agreement.
 - e. This Agreement is executed for <u>Business</u> proposis. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
 - 16. ADDITIONAL TERMS. IT IS AGREED THAT THERE SHALL BY PEPOSITED MONTHLY SUFFICIENT AMOUNTS TO PAY EACH INSTALLMENT OF REAL ESTATE TAXES AT LEAST 30 DAYS BEFORE PENALTY SHALL ATTACH THERETO.

State of)	
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public in and for said	County, in the State aforesa	id, DO HEI	REBY CERTIFY
personally known to n	ne to be the same person bed to the foregoing.instrum		
	acknowledged that elivered the said instrumen		
Given under my ha	the uses and purposes herel and wild stillow seek, this ——		
- An-	GERALD J TAGLIA	LINOIS	
Commission expires:	HUYANY RUBY CATA TE OF	8-1-5	<u> </u>

CV _A	
<i>'</i> /-/-	
State of ILLINOTS	<u> </u>
COOK	58.
County of	<u> </u>
THE UNDERSIGNED	a notary
public in and for said County in the State of coals that JUAN BAUTISTA & GLORIA F	AUTISTA, hs wf
personally known to me to be the same person 25.	whose name
are subscribed to the foregoing instrume	int, appeared before me
this day in person and acknowledged that	
signed, sealed and delivered the said instrument	
and voluntary act, for the uses and purposes herein	set forth
Given upder my hand and official seal, this	12th day of
JUNE, 1992	
Mag 00	
Notary Public	ens_
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
Commission expires:	~~~~
("OFFICIAL SEA	L" \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
S ROSEMARIE COLL	43.30
Notary Public, State o	fillingis)

Ny Commission Expires 3/14/96

UNOFFICIAL COPY 5

SCHEDULEA

The street address of the Property (if applicable) is: 2059 WEST 18TH STREET CHICAGO, IL 60608

The legal description of the Property is:

LOT 25 IN F. PABDELOUP'S SUBDIVISION OF BLOCK 44 IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Permanant Tax I.D. Fumber:

Still Of Cook County Clark's Office

MAIL TO

THIS INSTRUMENT WAS PREPARED BY CHICAGO CITY BANK & TRUST CO.

Moremarie Collins

BOX 327.

age 3 of 3 _____ Initials

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Property of Cook County Clerk's Office