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A.T.G.F. Box 370

than authorized tenants is in possession of the Premises. 30 days in advance of accrual; there is no present default by any tenant; all existing leases are in full force and effect and unmodified, except as shown; and to the best of its knowledge, no person or entity other

- 5. Mortgagee has not previously assigned any of its rights under any lease; it has not accepted rent more than 30 days in advance of accrual; there is no present default by any tenant; all existing leases are in full force and effect and unmodified, except as shown; and to the best of its knowledge, no person or entity other than authorized tenants is in possession of the Premises.
4. The Bank may but shall not be required to make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of the Mortgagee under any lease, without releasing the Mortgagee from the obligation to do so and without notice to or demand on the Mortgagee. Mortgagee will, immediately upon demand, reimburse the Bank for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Debt, all of which shall be added to the Debt.
3. Mortgagee will appear and defend or prosecute any action growing out of any lease at the Mortgagee's cost and expense.
2. Mortgagee shall not in any way amend, assign, cancel or terminate any lease, accept a surrender, nor accept any payment of rent more than one month in advance, without the prior written consent of the Bank, except that Mortgagee may increase lease rentals without the Bank's consent.
1. Mortgagee will fulfill and perform its obligations under all leases and give Bank prompt notice of any default in the performance of the terms and conditions of the leases by either Mortgagee or tenant, together with copies of notices sent or received by Mortgagee in connection with any lease.

Re-Recording to correct chain of title.

MORTGAGOR REPRESENTS AND COVENANTS AS FOLLOWS:

The Bank shall have complete authority in case of default in the terms of the Mortgage or the Debt to demand and collect the rents, to take possession of the Premises without paying a receiver appointed, to rent and manage the premises and to apply the net proceeds of the rent toward the Debt secured by the Mortgage until it is paid in full, or until title is obtained through foreclosure or otherwise. The Mortgagee consents to the appointment of a receiver if this is believed necessary by the Bank. Taking possession of the premises or collecting rent shall not constitute a cure or waiver of any existing default.

Commonly known as: 730 E. Northwest Highway, Mount Prospect, Illinois 60056
Tax Parcel Identification No. Parcel 1: 08-12-223-028, Parcel 2: 08-12-223-034-0000

For the purpose of further securing the Mortgage and the underlying debt secured by the Mortgage ("the Debt"), Mortgagee assigns to the Bank all leases now in existence or executed at a later date, either oral or written, and all extensions, renewals and replacements of the leases, or holdovers under the leases, and all rents and security deposits derived from the Premises and the buildings and improvements on it. Copies of existing leases and lease amendments have been delivered to the Bank. Mortgagee will provide copies of any future leases and lease amendments to the Bank.

Lot Thirty Six (36) in Block Twenty Two (22), in the resubdivision of Lot 7 in Block 21, Lots 12 to 19, both inclusive, in Block 22, and Lots 12 and 13 in Block 23, in Busse's Eastern Addition to Mount Prospect, in the East Half (1/2) of Section 12, Township 41 North, Range 11, East of the Third Principal Meridian.

Land located in the Village of Mount Prospect Cook County, Illinois
925187.0

Assignment dated June 19, 1992 by NBD Trust Company of Illinois, as Trustee u/r/a dated May 1, 1992 a/k/a Trust No. 4455-AH and not personally ("Mortgagee") to N.B.D. Mount Prospect, N.A. whose address is 900 E. Kensington, Arlington Heights, Illinois 60004 a National banking Association (national state) whose address is 1190 S. Elmhurst Road, Mt. Prospect, Illinois 60056 Mortgagee has executed and delivered to Bank a Mortgage on the following described real property ("the Premises").

Assignment of Real Estate Leases and Rentals
925187.0

Handwritten initials/signature

425.00

06.09.92

925187.0

Number 2560304

Office of the Registrar of Titles of Cook County, Illinois, on June 2, 1991, as Document

the Third Principal Meridian, according to Plat of said Owner's Resubdivision registered in the

12 to 29, both inclusive in Block 22, and Lots 12 and 13 in Block 23, in Busse's Eastern Addition

Lot "A" in Owner's Resubdivision of Lots 37 and 38 in Resubdivision of Lot 7, in Block 21 and Lots

and

925187.0



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\$25.00

R DEPT-11 RECORD.T

T#7777 TRAN 0290 07/15/92 14:13:00

#5832 # *-92-518730

COOK COUNTY RECORDER

My Commission Expires: _____
Notary Public, _____
County, IL _____

State of Illinois
County of _____
The foregoing instrument was acknowledged before me on _____ 19____ by _____

ACKNOWLEDGEMENT

MORTGAGOR:
MID Trust Company of Illinois, as Trustee
V/T, dated May 1, 1992 a/k/a Trust #4455-AH

Executed by the Mortgagor on the date first written above.

WAIVER OF JURY TRIAL: The Bank and the Mortgagor after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Assignment or any related instrument or agreement or any of the transactions contemplated by this Assignment or any course of conduct, dealing, statements, (whether oral or written) or actions of either of them. Neither the Bank nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Mortgagor except by a written instrument executed by both of them.

This Assignment shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations. The joint and several.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Assignment shall be joint and several. and remedies of the Bank are cumulative.

Any provision of this Assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Assignment. No waiver by the Bank of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any other right or remedy of the Bank, nor affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Mortgagor, and all rights and remedies of the Bank are cumulative.

7. Mortgagor covenants not to execute any other assignment of the leases or lease rentals as security for any debt without the prior written consent of Bank.
8. The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease and Mortgagor agrees to indemnify the Bank and hold it harmless from all liability or damage which it may incur under any lease and from all claims and demands which may be asserted against it by reason of any alleged obligation on its part to perform any terms of any lease. Should Bank incur any liability, damages or costs associated with its defense, all such amounts shall be secured by this Assignment and together with interest at the highest rate permitted by any instrument evidencing any of the Debt.

ATTACHED HERETO
PART HEREOF
92-477324

92-518730

SEE TRUSTEE'S RECORD AND MADE IN

This ASSIGNMENT OF RENTS is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained 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 receive 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 enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings 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 or hereafter 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 nonaction 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 threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, 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 lawsuit 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, as Trustee under Trust No. 4455-AH, and not individually.

By Patricia A. Genenz
~~Trust Officer~~ Trust Officer

ATTEST:

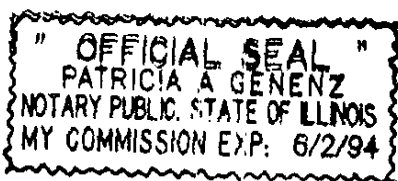
Wayne W. Gabel
Trust Officer

State of Illinois)
County of Cook) ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that the above Officers of NBD TRUST COMPANY OF ILLINOIS, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer~~ 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 Trustee, as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that he/~~she~~ as custodian of the Corporate Seal of said corporation, did affix the said seal to said instrument as his/~~her~~ own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of June, 1992.

Patricia A. Genenz
Notary Public



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25.00

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