LEASE AS STO NWEN (**₹**97 Sandy Lipton and Phillip Gross, as joint tenants _("Asalemer(#)") and FIRST SECURITY BARK OF CHICAGO, on Illinois banking corporation ("Sank"). WHEREAS, Assignances) is/are the owner(a) of 84 sheres of stock of 1350 N. Astor Street Cooperative Apartments, Inc. ____ (the "Corporation"); and UHEREAS, Assignor(s) has/have entered into a Proprietory Lease deted _ (the "Leese"), with the Corporation for Cooperative Apertment 2D . 1350 N. Astor Street Chicago ____, illinais (the "Apertment"); end WHEREAS, Assignor(s) is/are justly indebted to Bank in the principal sum of Forty One Thousand Five Hundred and No/100----- (\$ 41.500.00) Detters, evidenced by a Promissory Note of even date herewith (the "Note"), made payable and delivered to Bank, in and by which the Assignor(s) promise(s) to pay the seld principal sum and interest from May 28 , 19<u>92</u> on the belance of principal remaining from time to time unpaid at the initial rate of 8.25 % in installments as follows: INITIALLY, 59 principal and interest payments of Three Hundred Eleven and 78/100---- (\$ 311.78) Dollars or nors on ___) Dollars or more on 1992 the first dy of each month beginning on July __ and payments continuing on the servicey of each month thereafter until the Note is fully paid, accept that the first payment of principal and interest if not sooner pold, shall be due on the first day of Juna . The interest rate and morthly payment amounts will change in accordance with the Note. All much payments on account of the indebtecause or council by the Note to be first applied to interest on the unpeld principal belonce and the remainder to principal; provined that the principal of each installment unless paid when due shall been interest at the X over the ribornine applicable interest rate on the Note and all of seid principal and interest being made payable at the office of Sank in Chicago, Illinois. NOW, THEREFORE, Assignor(s) to secure /10 the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of the Note and this Assignment, and (2) the performance of the covenants and egreements herein contained and colinained in the Note by the Assignur(a) to be performed, and size in consideration of the sum of One Dollar in hand we've, the receipt whermof is hereby acknowledged, do hereby sell, assign, transfer and set over unto the Bank, its successor, and assigns, the followings All of Assignors rights, title and interest(s) in the lambhold estate created by that Lease which demises for a term , ____ and ending on ___ ____, the following described real estates in the Cooperative Apertment building aroun as 1350 N. Astor Street Cooperative tocated at 1350 N. Astor Street in the City of Apartment Unit 2D Apartments, Inc. , county of Cook Chicago Lot 33 and the N24.2 feet of Lot 32 in Astor's Addition to Chicago, a Subdivision of the North West Fractional 1/4 of Section 3, Township 3/ North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. 9**2533215** 00/10 07: -01 RECORDING \$25.00 104444 TRAN 3154 07/21/92 09:33100 136(8 4 * 92-5332 15 COUK COUNTY RECORDER Address: 1350 N. Astor Street, Unit 2D, Chicago, Illinois 92533215

together with all improvements, tenements, assements, fixtures and appurtenences thereto belonging, and all rents, issues and profits thereof for so long and during all surh times as Assignor(s) may be entitled thereto (which are pledged primerily and on a parity with the Lease and not :acondarily) and all of Assignors rights, title and interest(s) in apparatus, equipment or articles now or hereafter, towering or thereon used to supply heat, gas, air conditioning (whether single units or centrally controlled), water, light, power, refrigeration, and ventilation, including, but not limited to, acreens, window shades, storm doors and windows, floor coverings, insdoor bads, ammings, storms and water heaters. All of the foregoing are decisted to be part of the Apartment whether whysically attached thereto or not, and it is agreed that all aimiter apparatus, equipment or articles hereafter placed in the Apartment by Assignor(s) or his/her/their successors or assigns shall be considered as constituting part of the Apartment.

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This Lease Assignment shall be operative in the event of a default of payment of principal and interest secured by this Lease Assignment or in the event of a breach of any of the covenents contained in this Lease Assignment or in the Note.

Assignor(s) further agree(s) as follows:

- i. Assignor(s) shall (s) promptly repair, restore or rebuild the Apartment or any improvements now or hersefter on the Apartment which may become damaged or be destroyed; (b) keep the Apartment in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) comply with all requirements of law or municipal ordinances with respect to the Apartment and the use thereof; (d) permit no material siterations in the Apartment except as required by issuer municipal ordinance.
- 2. Assignor(s) shall pay before any penalty attaches all general taxes, and shall pay special taxes, special essessments, water charges, sever service charges, and other charges against the Apartment when due, and shall, upon written request, furnish to Bank duplicate receipts therefor. To prevent default hereunder Assignor(s) shall pay in full, under protest, in the manner provided by statute, any tax or assessment which Assignor(s) may desire to contest.
- 3. Assignor(s) shoul keep the Apartment insured against loss or demage by fire, lightning or windstorm (and flood damage, where the leader is required by law to have its loss so insured) under policies providing for payment by the insurance companies of many sufficient either to pay the data of replacing or repairing the same or to pay in full the indebtedness secured here ye, all in companies satisfactory to Bank, under insurance policies payable, in case of loss or damage, to Bank, such right; to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including officient and rement policies, to Bank, and in case of insurance about to expire, shall deliver rements policies not less, then ten days prior to the respective dates of expiration.
- 4. Assignor(s) agree(s) at all time to comply with the terms and covenents of the Lease and to pay all rent, essessments, and any and all other sums and due under the Lease. Any default of Assignor(s) under the Lease or under the Note shall constitute a default hereunder. To prevent default hereunder Assignor(s) shall pay in full, under protest, any amounts due under the Lease which Assignor(s) may desire to contest.
- 5. In the event of a default hereunder, Bank are, but need not, make any payment or perform any act hereinbefore required of Assignor(s) in any form and manner dees repedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and burchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Apartment or contest any tax or assessment. All moneys peld for any of the purpose herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other roweys advanced by Bank or the holders of the Note to protect the Apartment, plus reasonable compensation to Bank for rec's matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the page returity rate set forth in the Note. Inaction of Bunk shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Assignor(s).
- 6. Assignor(s) shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.
- 7. Upon Default, at the sole option of Sank, the Note shall become immediately due and persole and Assignor(s) shall pay all expenses of Bank including attorneys' and personals fees and expenses incurred in connection with this Assignment and all expenses incurred in the enforcement of Bank's rights in the Apartment and other costs incurred in connection with the disposition of the Apartment. The term "Default" when used in this Assignment, has the same meaning as defined in the Note and includes the failure of the Assignment(s) to completely cure any Cost for Default and to deliver to the Bank written notice of the complete cure of the Gause for Default within ten (10) and after the Bank mails written notice to the Assignment(s) that a Cause for Default has occurred and is existing. Default under the Note shall be Default under this Assignment. The term "Cause for Default" as used in this paragraph means are one of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Assignor(s) to pay the Note in accordance with its terms.
- 8. No action for the enforcement of this Leese Assignment or any provision hereof shall be subject to any defense which would not be good and evailable to the party interposing same in an action of law upon the Note.
- 9. Bank shall have the right to impact the Apartment at all reasonable times and access thereto shall be permitted for that purpose.
- 10. Bank has no duty to examine the title, location, existence or condition of the Apertment, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or this Lease Assignment, nor shall Bank be obligated to record this Lease Assignment or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of it's own gross negligence or misconduct or that of the agents or employees of Bank and the Bank may require indemnities satisfactory to it before exercising any power herein given.
- 11. This Lease Assignment shall remain in full force and effect until the indebtedness secured hereby or due under the Note is fully paid. Bank shall release this Lease Assignment by proper instrument upon payment of all indebtedness secured hereby.

Homestend Exemption Laws of the State of Ellistis and all rights to nonestend exemption or similar rights under federal bankruptcy and other federal and state and sta	
WITNESS these hands and seals of Assignors the day a	Sandy Lipton
STATE OF ILLINOIS) COUNTY OF COOK)	Phillip Gress
Julio D. Nickl a Notary Public in aforesaid, DO HEREBY CERTIF: THAT Sandy Lipks are personally known to me to be the same persons, instrument, appeared before me this day in person and a said instrument as their free and voluntary act, for the us	, whose name: are subscribed to the foregoing exhowledged and signed, scaled and delivered the
Given under my hand and Notarial Seal this 28th	
	Julie de Nicke
"OFFICIAL SEAL" JUGIE D. NICKL NOTARY PUBLIC. STATE OF ILLINOIS MY COMMISSION EXPIRES 11/16/95	Notary Public
	92533215