

# UNOFFICIAL COPY

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THIS INSTRUMENT PREPARED BY  
AND PLEASE RETURN TO:  
KIMBERLY K. ENDERS, ESQ.  
100 WEST MONROE STREET #1100  
CHICAGO, ILLINOIS 60603

92536212

PT 2-11-454

RE RECORDED TO INCLUDE NOTARY INFORMATION

DEPT-01 RECORDING \$43.00

T83333 TRAM 0029 07/22/92 09:58:00  
27921 : C # - 92 - 536212  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office  
92377803

DEPT-01 RECORDINGS \$43.00  
T87727 TRAM 5613 06/01/92 12:09:00  
4405 : # - 92 - 377803  
COOK COUNTY RECORDER

## ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

This Assignment is made this 22nd day of May, 1992 among Louis B. Scannicchio, D.D.S., Linda Scannicchio, Suburban Trust and Savings Bank, as Trustee under Trust Agreement dated December 18, 1987 and known as its Trust No. 409 (collectively "Assignor") and The PrivateBank and Trust Company ("Assignee").

### RECITALS

Assignor holds the fee simple estate in and to the real estate ("Property") described in Exhibit A attached hereto and made a part hereof. Assignor has, concurrently herewith, executed and delivered to Assignee various instruments and documents (collectively "Loan Papers") including but not limited to a Promissory Note in the principal amount of \$200,000 ("Note") and a Real Estate Mortgage and Assignment of Rents ("Mortgage"). The Mortgage is intended to be recorded forthwith in the Office of the Recorder of Deeds of Cook County, Illinois. The terms of the Mortgage are incorporated herein by this reference.

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11/10/2011

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 10th day of November, 2011.

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the best of Assignor's knowledge no default exists in any of the hereby or of the Assignor's interest in any of the Leases) (1) to (1) it has made no prior assignment or pledge of the rents assigned Assignor's Representations. Assignor represents that:

Assignor ("Leases").

security deposits or interests therein now or hereafter held by and any and all extensions and renewals thereof, and including any be hereafter entered into for all or any portion of the property leases of all or portions of the property and any leases which may limited to all right, title and interest of Assignor in and to all rents, issues and profits of the property, including but not Assignor all right, title and interest of Assignor in and to all the Note, does hereby sell, assign, transfer and set over unto bound and in consideration of the making of the loan evidenced by II. Assignment Clause. Assignor, intending to be legally

Note and Loan Papers.

tion, covenant and agreement of Assignor herein or arising from the 3. Performance and discharge of each and every obliga-

hereof of the Note and Loan Papers; and

thereon, becoming due and payable to Assignor under the provisions 2. Payment of all advances and other sums, with interest

Papers)

performance of the obligations of Assignor as set forth in the Loan 1. Payment of the indebtedness evidenced by the Note and

Assignment ("Obligations") are the following:

I. Obligations Secured. The obligations secured by this

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY, ILLINOIS

By \_\_\_\_\_

CLERK OF COOK COUNTY, ILLINOIS

CLERK OF COOK COUNTY, ILLINOIS

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the Lessee thereunder, and pay all costs and expenses of Assignee, obligations, duties or liabilities of Assignor, as Lessor, and of growing out of or in any manner connected with the Lessee or the (iii) appear in and defend any action or proceeding arising under, the Lessee on the part of the Lessee to be kept and performed, performance of all of the covenants, conditions and agreements of agreements contained in the Lessee; (ii) enforce or secure the abide by, discharge or perform all of the covenants, conditions and cost and expense will (i) at all times promptly and faithfully

V. Affirmative Covenants of Assignor. Assignor at its sole

security of the loan papers or this assignment. der) or (vi) in any manner impact the value of the property or the of the property except for actual occupancy by the Lessee thereun- the Lessee; (v) execute any lease of all or a substantial portion prepayments of any installments of rents to become due under any of otherwise alter the terms of any of the Lessee; (iv) accept except in the ordinary course of business; (iii) modify, extend or or consent to the cancellation or surrender of any of the Lessee, or of the Assignor's interest in any of the Lessee; (ii) terminate ment or pledge of the rents from the property or any part thereof without Assignee's prior written consent; (i) execute an assign-

IV. Negative Covenants of Assignor. Assignor will not,

Lessee has been received by Assignor. ment of rent for more than one (1) months due under any of the Lessee have been modified; and (iv) no prepayment of any install- Lessee; (iii) to the best of Assignor's knowledge none of the

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[The body of the document contains several paragraphs of text that are extremely faint and illegible due to the quality of the scan. The text appears to be a formal document, possibly a report or a set of minutes, but the specific content cannot be discerned.]

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act as herein provided for fifteen (15) days after notice, then (a) should Assignor fail to make any payment or to do any

follows:

VI. Agreement of Assignor. Assignor further agrees as

default rate provided in the Note.

under the authority hereof, together with interest thereon at the

(viii) pay immediately upon demand all sums expended by Assignee

time forward to any lessee of the property or any part thereof; and

with copies of any notices of default which Assignor may at any

which Assignor has an interest; (vii) furnish Assignee promptly

certificate with respect to the status thereof as to Lessee in

any right to request from any Lessee under any of the Lessee a

exercise within five (5) days of the demand therefor by Assignee,

thereunder as to Lessee in which Assignor has an interest; (vi)

respective Lessee, the spaces occupied and the rentals payable

Lessee of the property or any part thereof, the terms of their

Assignee to do so, a written statement containing the names of all

furnish to Assignee, within ten (10) days after a request by

any and all instruments required to effectuate said assignment; (v)

in effect, and make, execute and deliver to Assignee upon demand

the same terms and conditions as contained in the Lessee presently

entered into, which shall be made upon the same or substantially

transfer and assign to Assignee any and all Lessee subsequently

caused by the willful acts or gross negligence of Assignee; (iv)

ing in which Assignee may appear, except any such proceedings

-including reasonable attorneys' fees in any such action or proceed-

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Vertical text on the left margin, possibly a stamp or reference number.

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The undersigned hereby certifies that the above named person is  
the true and correct owner and holder of the above mentioned  
property.

I am not a holder of the above mentioned property and do not  
know of any person who is the owner and holder of the above  
mentioned property.

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_  
19\_\_\_\_.

Notary Public for Cook County, Illinois.

My commission expires on \_\_\_\_\_ 19\_\_\_\_.

My office is located at \_\_\_\_\_

City of \_\_\_\_\_ State of \_\_\_\_\_

My office is open from \_\_\_\_\_ to \_\_\_\_\_

My office is open on \_\_\_\_\_ days of the week.

My office is open on \_\_\_\_\_ days of the week.

My office is open on \_\_\_\_\_ days of the week.

My office is open on \_\_\_\_\_ days of the week.

My office is open on \_\_\_\_\_ days of the week.

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Assignee, but without obligation so to do and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor in the Lease contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Assignor.

(b) Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse

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Assignee therefor with interest at the default rate provided in the Note immediately upon demand.

(c) Nothing herein contained shall be construed as constituting Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the property by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

(d) Demand on any lessee by Assignee for the payment of the rent on any default claimed by Assignee shall be sufficient warrant to the lessee to make future payment of rents to Assignee without the necessity for further consent by Assignor.

(e) To the extent that Assignor has the right to so do, Assignor does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the property to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to pay the same, and Assignor hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

VII. Default. Upon, or at any time after default remaining uncured following the service of required notices and the expiration of the time permitted for cure under the provisions of the Loan Papers, Assignee may, without further notice, either in person

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or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the property or any part thereof; and do any acts which Assignee deems proper to protect the security hereof; and, either with or without taking possession of said property, in the name of Assignor or in its own name sue for or otherwise collect and receive such rents, issues, profits and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the property. The entering upon and taking possession of said property or the collection of such rents, issues, profits and advances, and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Papers, and Assignee may continue to possess and collect even after any such default has been cured. Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of said rents, and will, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

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IX. Deference. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Loan Papers, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Loan Papers, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing noncompliance with

VIII. Assignee's Right to Exercise Remedies. No remedy conferred upon or reserved to Assignee herein or in the Loan Papers is intended to be exclusive of any other remedy or remedies, and each and every such remedy and all representations herein and contained in the Loan Papers shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Assignor and/or the property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any insufficiency therein. Every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.



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[The body of the document contains extremely faint and illegible text, likely a legal or official document. The text is mostly obscured by a large watermark and the overall low quality of the scan.]

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had never been contained herein or therein. This Assignment shall  
 construed as if such invalid, illegal or unenforceable provision  
 other provision of this Assignment, but this Assignment shall be  
 invalidity, illegality or unenforceability shall not affect any  
 held to be invalid, illegal or unenforceable in any respect such  
 in this Assignment or in the Loan Papers shall, for any reason, be  
 instrument. In the event any one or more of the provisions contained  
 the intent of the parties or otherwise in interpreting this in-  
 be taken as part of this instrument, or to be used in determining  
 used for convenience in finding the subject matters, and are not to  
 be joint and several. The article headings in this instrument are  
 as the context requires and all obligations of each Assignor shall  
 and assigns. As used herein the singular shall include the plural  
 thereof, and shall inure to the benefit of Assignee, its successors  
 branches, lessees and sublessees of the property or any part  
 censors and assigns of Assignor, all present and subsequent encum-  
 covenants of this Assignment shall bind the Assignor, the suc-  
 such modification, amendment, discharge or waiver is sought. The  
 writing and signed by the party against whom enforcement of any  
 amended, discharged or waived orally, except by an agreement in  
 X. Miscellaneous. This Assignment may not be modified,

rely thereon.  
 this Assignment, and any person may and is hereby authorized to  
 evidence of the validity, effectiveness and continuing force of  
 any such terms or conditions shall be and constitute conclusive

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Linda Beannichio

*[Signature]*

Louis B. Beannichio, D.D.S.

*[Signature]*

ITS

*[Signature]*

ATTEST:

*[Signature]*

ITS

*[Signature]*

BY:

*[Signature]*

Suburban Trust and Savings Bank, as Trustee under Trust Agreement dated 12/18/87 and known as its Trust No. 4093

to be signed the day and year first above written.

IN WITNESS WHEREOF, the undersigned have caused these presents

Instrument.

every person now or hereafter claiming any right under this liability of trustee, if any, being expressly waived by each and or implied, contained in this instrument, all such personal covenant, undertaking, representation or agreement, either express accruing under or pursuant to this instrument, or to perform any liability on trustee personally to pay any indebtedness arising or nothing herein contained shall be construed as creating any as such trustee, and it is expressly understood and agreed that exercise of the power and authority conferred upon and vested in it by Suburban Trust and Savings Bank, as trustee as aforesaid, in the XI. No Liability on Assignor. This instrument is executed

State of Illinois.

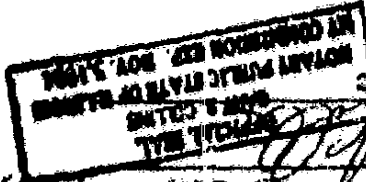
be governed by and construed in accordance with the laws of the

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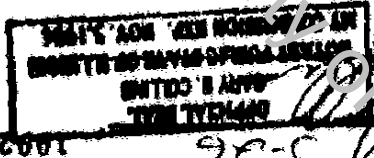


Notary Public

GIVEN under my hand and Notarial Seal, 1992.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Linda Scandicchio, personally known to me to be the same person whose name 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 for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS

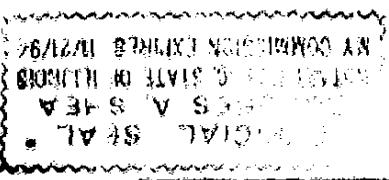


Notary Public

GIVEN under my hand and Notarial Seal, 1992.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Louis B. Scandicchio, D.D.S., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS



Notary Public

GIVEN under my hand and Notarial Seal, 1992.

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Mr. [Name] and Mr. [Name], President and Vice President, respectively, of Suburban Trust and Savings Bank, as Trustee as aforesaid, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS

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*[Faint, illegible text from a document, possibly a court record or official notice, is visible in the background.]*

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COMMONLY KNOWN AS: 812-818 GLENNON, OAK PARK, ILLINOIS  
P.I.N.: 16-18-135-011

ILINOIS.  
WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION, IN COOK COUNTY,  
NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE  
THE EAST 1/2 OF LOT 2 IN SUBDIVISION OF SECTION 18, TOWNSHIP 39  
THAT PARTITION OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OF  
LOTS 2 AND 3 AND PART OF LOT 1 LYING WEST OF OAK PARK AVENUE, IN  
LOT 11) IN BLOCK 4 IN OAK PARK SUBDIVISION, BEING A SUBDIVISION OF  
FEET NORTH OF AND EXTENDING PARALLEL WITH THE SOUTH LINE OF SAID  
LOTS 11 AND 12 (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE 33

LEGAL DESCRIPTION:

EXHIBIT A

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