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ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the Assignor, BOULEVARD BANK, NATIONAL ASSOCIATION, as Trustee under the provisions of a Trust Agreement dated the 1st of May, 1992 and known as Trust Number 9494 of 400-410 N. Michigan Avenue, Chicago, Cook County, Illinois, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, and does hereby sell, assign, transfer and set over unto the Assignee, GEORGE AND ELIZABETH HOGEN, whose address is C/O RICHARD L. SWEDBERG, 111 W. WASHINGTON, SUITE 1860, CHICAGO, ILLINOIS 60602, their successors and assigns, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises commonly known as 4560 N. Lincoln Avenue, Chicago, Illinois and legally described as:

Parcel 1: LOT 24 AND THE SOUTH 16 FEET OF LOT 25 IN E.W. ZANDER AND COMPANY'S SUBDIVISION OF LOT 1 IN SUPERIOR COURT DIVISION OF LOT 2 IN COURT PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Parcel 2: LOT 25 (EXCEPT THE SOUTH 16 FEET THEREOF) IN E.W. ZANDER AND COMPANY'S SUBDIVISION OF LOT 1 IN SUPERIOR COURT DIVISION OF LOT 2 IN COURT PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

EKA 4560 N. Lincoln Ave Chicago IL
Permanent Real Estate Index Numbers: 14-18-123-021 14-18-123-022

which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Assignee under the power herein granted, it being the intention to hereby establish an absolute transfer an assignment of all such leases and agreements and all the avails thereunder unto the Assignee.

This Assignment of Rents is given to secure the payment of a Note dated JULY 31, 1992, given by Assignor to Assignee, in the principal sum of TWO HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND XX/100 DOLLARS (\$232,500).

The Assignor hereby irrevocably appoints the Assignee as its true and lawful attorney to collect all of such avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, vacancies, and to rent, lease or let any premises to any party or parties as

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In the event that claims, demands or causes of action shall be raised or asserted against Hogen's Grill, Inc. or against Joseph Prino, Joseph Shanahan, and/or Scott Stiffle, or against the Boulevard Bank Trust No. 5-94, which claims, demands or causes of action arise out of events which occurred prior to the date of the execution of this Assignment of Kents, then Assignor shall within 10 days of receipt of notice of such claims, demands or causes of action, notify George Hogen and Elizabeth Hogen at the address provided for herein, and George Hogen and Elizabeth Hogen shall have a duty to investigate and defend or settle and pay said claims, demands or causes of action. In the event that George Hogen and Elizabeth Hogen, holders of this instrument, shall within 30 days after receipt of said notice fail to undertake the defense or handling of such claims, demands, or causes of action, Assignor shall have the right to compromise or settle and pay any such claim, demand, or cause of action and Assignor shall have a full right of set-off against the balance due hereunder for all sums paid against any such claims, demands or causes of action, including Assignor's court costs and attorney's fees paid in the defense of any such claims, demands or causes of action. If George Hogen and Elizabeth Hogen do undertake the defense or handling of the claims, demands or causes of action and if said claims, demands, or causes of action at any time shall exceed, in the aggregate, the sum of

It is understood and agreed by the parties that the obligations hereunder are part of an overall transaction involving the sale of the real estate at 4560 N. Lincoln Avenue, Chicago, Illinois, and also the simultaneous sale by Hogen's Grill, Inc., an Illinois corporation, of certain of its assets to Joseph Prino, Joseph Shanahan, and Scott Stiffle, as well as the sale by George Hogen, the owner of 100% of the outstanding stock of Hogen's Grill, Inc. of all of his stock in said corporate entity to Joseph Prino and Joseph Shanahan, which parties are the guarantors of the obligation hereunder.

In its discretion may be deemed proper or necessary to enforce the payment or the security of such avals, vacancies, and to rent, lease or let any premises to any party or parties as its discretion, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avals, issues and profits to the payment of any indebtedness or liability of the Assignor to the Assignee, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

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\$25,000.00, then the Assignor shall have the right during the said defense or handling, to escrow all payments due hereunder until said claims, demands, or causes of action shall be reduced to an amount, in the aggregate, of less than \$25,000.00. In the event that funds have been escrowed as set forth herein, all escrowed funds shall be paid to George and Elizabeth Hogen within ten days of reduction of such claims, demands, or causes of action to an amount less than \$25,000.00. All of Assignor court costs, attorney's fees, and any other amounts expended in relation to the claims, demands, or causes of action shall be a set-off against said escrow as well as a set-off against the balance due under this instrument. The escrow shall be a joint direction escrow at Chicago Title and Trust Company or a comparable institution if Chicago Title and Trust Company is unavailable to handle such joint direction escrow.

Notwithstanding the above, in relation to the pending workman's compensation claim filed against Hogen's Grill, Inc., entitled Frieda Lubin vs. Hogen's Grill, Inc., 91 WC 24757, said claim shall not be considered in determining the aggregate exposure under said claims, demands or causes of action, but any amounts expended by Hogen's Grill, Inc., Joseph Prino, Joseph Shanahan and/or Scott Stiffle or Boulevard Bank Trust No. 9494, as a result of said claim, demand or cause of action, shall be a set-off against amounts due under this instrument.

This Assignment of Rents is executed by Boulevard Bank National Association, 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 said Trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by Boulevard Bank, National Association, 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 holder 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 individually or as

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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 non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

GIVEN under our hands and seals this 4th day of August, 1992.

Boulevard Bank, N.A., as Trustee under provisions of a Trust Agreement dated the 1st day of May, 1992 and known as Trust #9494 and not personally.

By: _____

W M Wald

Attest: _____

[Signature]

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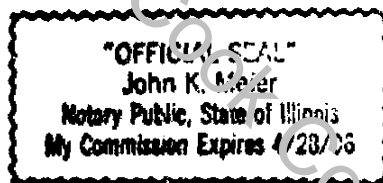
STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that William M. Walsh, personally known to me to be the Vice President of Boulevard Bank, N.A., and John J. McCole personally known to me to be the Asst Vice President thereof, and 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 severally acknowledged that as such Vice President and Asst Vice President, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of _____ of said corporation as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of August, 1992.



John K. Meier
Notary Seal

Instrument Prepared By and Return to:
The Law Offices of Richard L. Sweeber
111 W. Washington, Suite 1860
Chicago, Illinois 60602
(312)236-3360
20510

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STATE OF ILLINOIS

CLERK OF THE SUPREME COURT

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CLERK OF THE SUPREME COURT
STATE OF ILLINOIS
100 N. LAUREL ST.
SPRINGFIELD, ILL. 62762
PHONE (217) 243-1234
FAX (217) 243-1235