

UNOFFICIAL COPY

RETURN TO RECORDER'S BOX 365

Address: 354-56 West Wisconsin Chicago, Illinois
PIN: 14-33-401-013, 014 14-33-401-044, 045

Prepared by: Susan E. Thrower
SCHWARTZ, COOPER, KOLB & GAYNOR CHARTERED
20 South Clark Street Suite 1100 Chicago, Illinois 60603

NOW, THEREFORE, Assignor, Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said note and the mortgage and

WHEREAS, Assignee has required the assignment hereinafter made as a condition to making the above loan;

estate being hereinafter called the "mortgaged premises"; and appurtenances thereunto belonging, all of which with said real now or hereafter thereon and the easements, rights and express reference made a part hereof including the improvements more particularly described in Exhibit "A" attached hereto and by certain real estate in the County of Cook, State of Illinois, so requires) bearing the aforesaid date to secure said note on of trust" or "trust deed" or "deed to secure debt" if the context "mortgage" as hereinafter used shall be construed to mean "deed executed and delivered a mortgage (it being agreed that therein provided, with interest as therein expressed, and have (both notes hereinafter referred to as the "note"), payable as Note of even date herewith in the principal amount of \$50,000.00 herewith in the principal amount of \$600,000.00 and a revolving made and delivered to Assignee an installment Note of even date July 6, 1978, to evidence and secure a loan indebtedness, have Company of Chicago, as Trustee under Trust Number 43353 dated

THIS ASSIGNMENT is made as of the 27th day of August, 1992, by American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Number 46718 dated June 30, 1979 ("Assignor") to Merchandise National Bank of Chicago, a national banking association, having its principal place of business in Chicago, Illinois ("Assignee");

W I T N E S S E T H T H A T:

COLLATERAL ASSIGNMENT OF LEASE AND RENTS

1425W

92673585

585C2926

3/100

73-82-208-DI Pur

5

UNOFFICIAL COPY

IN RE: [Illegible]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

[Illegible text]

Property of Cook County Clerk's Office

2007/0002

05810292

UNOFFICIAL COPY

any and all amendments, extensions and renewals thereof, all leases affecting the mortgaged premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment, and all amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "leases," and all rents and other income which may now or hereafter be or become due or owing under the leases, and any of them, or on account of the use of the mortgaged premises, it being intended hereby to establish a complete transfer of all leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the mortgaged premises unto Assignee, with the right, but without the obligation, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such leases as may from time to time be designated by Assignee.

Assignor hereby appoints Assignee the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place and stead, to demand, collect, receipt and give complete acquittances for any and all rents and other amounts herein assigned which may be or become due and payable by the lessees and other occupants of the mortgaged premises, and at its discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of any and all rents and other amounts herein assigned. Lessees of the mortgaged premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper hereunder, including the right to enter upon the mortgaged premises, or any part thereof, and take possession thereof forthwith to the extent necessary to effect the cure of any default on the part of Assignor as lessor in any of the leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the mortgaged premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the mortgaged premises or of

92673585

UNOFFICIAL COPY

The following information is provided for your information. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be used as a basis for any investment decision. The information is provided for your information only and should not be used as a basis for any investment decision. The information is provided for your information only and should not be used as a basis for any investment decision.

The following information is provided for your information. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be used as a basis for any investment decision. The information is provided for your information only and should not be used as a basis for any investment decision.

The following information is provided for your information. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be used as a basis for any investment decision. The information is provided for your information only and should not be used as a basis for any investment decision.

Property of Cook County Clerk's Office

ADDRESS

UNOFFICIAL COPY

Notwithstanding any provision herein to the contrary, prior to a default by Assignor, as defined in the Note executed by Assignor (after all applicable periods have expired), in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement of Assignor contained herein, or in said note or the mortgage, or in any of the leases, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and, with the covenants, warranties, and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said promissory note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the mortgaged premises.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

making same rentable, attorney fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on said note and the mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss or damage which may or might be incurred by it under said leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the mortgaged premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the leases, or for any waste or the mortgaged premises by the lessee under any of the leases or any other party, or for any dangerous or defective condition of the mortgaged premises or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

92673585

UNOFFICIAL COPY

92673585

1992 SEP 11 AM 11:06

This assignment is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee, and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Assignor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant, either express or implied, herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as Assignor and the successors personally are concerned, the holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (a) the mortgaged premises and the rents, issues, and profits thereof for the payment thereof by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (b) assets of the Trust Estate held under the Trust Agreement; (c) any other security given to secure said indebtedness; or (d) the personal liability of the guarantor.

calendar month in advance, all rents and other income arising under the leases and from the mortgaged premises, and to enforce all provisions contained in the leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon default in payment of any indebtedness secured hereby or in the performance of any other obligation, covenant or agreement of Assignor contained in said note or the mortgage, or in this Assignment, or in any of the leases (after all applicable grace periods have expired); and, upon written notice of Assignor's default at any time hereafter given by Assignee to any lessee by mailing same by United States registered mail, postage prepaid, addressed to the lessee named in the lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the lessee shall be paid and performed by the lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the mortgage. Any lessee of the mortgaged premises or any part thereof is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance and any payment so made prior to receipt by such lessee of notice of Assignor's default shall constitute a full acquittance to lessee therefor.

92673585

UNOFFICIAL COPY

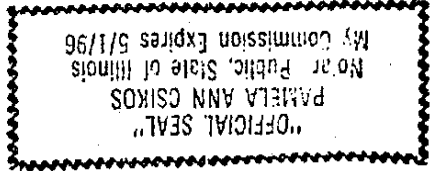
350 3280

[Faint, mostly illegible text, likely a document or report, with a large diagonal watermark across it.]

Property of Cook County Clerk's Office

350 3280

UNOFFICIAL COPY



Notary Public

Pamela Ann Csikos

~~AUG 27 1992~~, 1992.

Given under my hand and notarial seal this _____ day of _____

I, Pamela A. Csikos, a Notary Public in and for said County, in the state aforesaid, do hereby certify that E. MICHAEL WHELAN and JUDITH B. CRAVEN, the VICE PRESIDENT and ASSISTANT SECRETARY of American National Bank and Trust Company of Chicago, who are 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 own free and voluntary acts and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

92673585

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:)

ACKNOWLEDGMENT OF SIGNATURES

BY: *[Signature]*
Its: ASSISTANT SECRETARY

ATTEST:

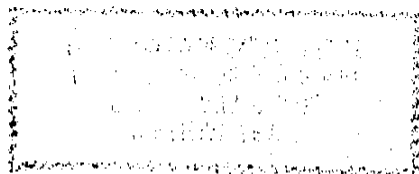
BY: *[Signature]*
Its: VICE PRESIDENT

American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Number 46718 dated June 30, 1979

IN WITNESS WHEREOF, Assignor has executed these presents as of the day and year first above written.

Property of Cook County Clerk's Office

UNOFFICIAL COPY



PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

PROPERTY OF COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

EXHIBIT A Legal Description

Lot 2 in the Subdivision of the West 5 feet of Lot 4 and all of lots 5, 6, and 7 in the Resubdivision of Lots 6, 7 and 8 in Thomas Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision of the North 1/2 and the North 1/2 of the Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Also

All that Part of the 4.0 Foot Private Alley Lying North of and Adjoining said Lot 2 aforesaid, in Cook County, Illinois

Also

The East 20 feet of the West 40.15 feet of Lot 5 in Thomas Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision of the North 1/2 and the North 1/2 of the Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

And

Lot 3 in the Subdivision of the West 5 feet of Lot 4 and all of Lots 5, 6, and 7 in the Resubdivision of Lots 6, 7, and 8 in Thomas Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision of the North 1/2 and the North 1/2 of the Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Also

All that Part of the 4.0 Foot Private Alley Lying North of and Adjoining said Lot 3 aforesaid, in Cook County, Illinois

Also

The East 20 feet of the West 80.15 feet of Lot 5 in Thomas Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision of the North 1/2 and the North 1/2 of the Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 354-356 West Wisconsin, Chicago, Illinois

P.I.N.: 14-33-401-013, 014
14-33-401-044, 045

92673585

UNOFFICIAL COPY

10/10/2000
10/10/2000

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

00000000