# JNOFF CHALL GOODS TO Rentals

by

Assignment dated - January 31, 1992 an III. Limited Partnership Laundryland South Associates, L. P.

er Mortgagor.

· Bank a

whose address is

2724 Covert Road, Glenview, IL 6002

no MBD Skokie Bank N. A. National XXXX

banking

Association XXXXXXX

60077

whose address to

8001 Lincoln Avenue, Skokie, II

Mortgagor has executed and delivered to Bank a Mortgage on the following described real property is the Promises of

Land located in the Cook

City

of Chicago

County, Illinois:

See attached legal description

1950 M. T. EM 3: WE

92972555

Commonly known as

1356 W. 47th Street, Chicago, 1L 60609

Lax Parcel Identification No.: 20-05-311-014-000

For the purpose of further securing the Mortgage and the underlying debt secured by the Mortgage () the Debt (). Mortgagor assigns to the Bank all leases now in expanse or executed at a later date, either oral or written, and all extensions, renewals and replacements of the research followers under the leases, and all replacements of the research followers under the leases, and all replacements and the building and improvements on it. Copies of a visiting leases and fease amendments have been delivered to the Bank. Mortgagor will provide copies of any future leases and lease amendments to Bank.

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

## MORTGAGOR REPRESENTS AND COVENANTS AS FOLLOWS

- 1. Mortgagor will fulfill and perform its obligations under all leases and give Bank prompt in accordance default in the performance of the terms and conditions of the leases by either Mortgagor or togate together with copies of potices sent or received by Mortgagor in connection with any lease.
- 2. Mortgagor 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 Mortgagor may increase lease rentals without the Bank's consent.
- 3. Mortgagor will appear and defend or prosecute any action growing out of any leave at the Mortgagor cost and expense.
- 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 Mortgagor under any lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. Mortgagor will, immediately upon demand, reinburse the Bank for all such costs, expenses and fees, tooseller with interest at the highest rate permitted by any instrument evidencing any of the Debt, all of which shall be added to the Debt.
- Mortgagor has not previously assigned any of its rights under any lease, it has not accepted real 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.

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- The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease. . and Mortgapor agrees to indensify 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 rease p of any alleged obligation on its part to perform any terms of any lease. Should Bank incur any hability, damages or costs associated with its defense, all such amounts shall be secured by this Assignment and the Mortgage and Mortgagor shall immediately reimburse the Bank upon demand for all such amounts together with interest at the highest rate permitted by any instrument evidencing any or the Debt
- Mortgagor covenants not to execute any other assignment of the leases or lease remals as security for any debt without the prior written consent of Bank

Any notice which either party may give or is required to give under this Assignment, shall be made to writing and shall be effective when sent as registered mail, postage prepaid, addressed to the other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing

If any provision of this Assignment is in conflict with any statute or rule of law or is otherwise anentorceable 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 my didate 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 siline right or remedy by the Bank for any subsequent default by the Mortgagor, and all rights and remedies of any Bank are comulative.

These promises and we caments shall build and these rights shall be to the benefit of the parties and their respec tive successors and as least It there is more than one Mortgagor, the obligations under this Assignment shall be joint and several.

This Assignment shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations

WAIVER OF JURY TRIAL: The Bank and the Mortgagor after consulting or having had the opportunity to consult with counsel, knowingly, yolun arily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon a arising out of this Assignment or any related instrument or agree ment or any of the transactions contemplated by this Assignment or any course of conduct, dealing, statement-(whether oral or written) or actions of either of them. Neither the Bank nor the Morigagor shall leck 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 beyn a aved. These provisions shall not be deemed to have been modified in any respect or relinquished by entier the Bank or the Mortragor except by a written instru ment executed by both of them

Executed by the Mortgapor on the date first written above

Laundry and South Associates, L. P.

land South.

Action General Partner Robert Weinstein, President

ACKNOWLEDGEMENT

State of Illmors

County of Cook

iowledged before my on

"OFFICIAL SEAL"

MARTIN S. KOREY Notary Public, State of Illinoi My Communion Expires Oct. 12, 1992

My Commusion Lypnes

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### SCHEDULE A

# LEGAL DESCRIPTION: NOFFICIAL COPY

#### PARCEL 1:

THAT PART OF LOTS 9 AND 10 AND THAT PART OF THE 30 FEET PRIVATE ALLEY LYING BETWEEN SAID LOTS 9 AND 10 IN J.D. LEHMER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID LOTS AND SUBDIVISION 341.16 FEET; THENCE SOUTH 21 DEGREES, 18 MINUTES EAST FROM SAID WEST LINE OF LOTS AND SUBDIVISION 69.70 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 383 FEET AND A CENTRAL ANGLE OF 22 DEGREES, 20 MINUTES, 38 SECONDS FOR A DISTANCE OF 149.36 FEET TO A POINT OF INTERSECTION WITH A LINE DRAWN 105 FEET EAST OF AND PARALLEL WITH SAID LEST LINE OF SAID LOTS 9 AND 10 IN J.D. LEHMER'S SUBDIVISION; THENCE SOUTH ALONG SAID PARALLEL LINE 151.10 FEET TO THE SOUTH LINE OF SAID LOT 10, SAID SOUTH LINE OF LOT 10 ALSO BEING THE NORTH LINE OF WEST 47TH ST IN THE CITY OF CHICAGO; THENCE NORTH 89 DEGREES, 57 MINUTES WEST ALONG THE SOUTH LINE OF LOT 10 AND NORTH LINE OF WEST 47TH ST 105 FEET TO POINT OF BEGINNING. IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF LOTS 9 AND 10 AND THAT PART OF THE 30 FOOT PRIVATE ALLEY LYING BETWEEN SAID LOTS 9 AND 10 II . D. LEHMER'S SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5 COWNSHIP 38 WORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS VOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID LOTS AND SUBDIVISION 341.16 FEET; THENCE SOUTH 21 DEGREES, 18 MINUTES, 00 SECONDS BAST FROM SAID WEST LINE OF SAID LOTS AND SUBJIVISION 69.70 FEET TO A POINT OF CURVE; THENCE SCUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 383 FEET AND A CENTRAL ANGLE OF 22 DEGREES, 20 MINUTES, 38 SECONDS FOR A DISTANCE OF 149.36 FEET TO A POINT OF INTERSECTION WITH A LINE DRAWN 105 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 9 AND 10 IN J. D. LEHMER'S SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 383 FEET AND A CENTRAL ANGLE OF 12 DEGREES, 49 MINUTES, 22 SECONDS FOR A DISTANCE OF 85.72 FEET TO A POINT OF COMPOUND CURVE; CONTINUING THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 655 PRET AND A CENTRAL ANGLE OF 18 DEGREES, 40 MINUTES, 30 SECOND FOR A DISTANCE OF 213.49 FEET TO A POINT OF INTERSECTION WITH A LINE 364.46 FEET PAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 9 AND 10 OF J. D. LEHMER 3 SUBDIVISION; THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 9.30 FEET TO THE SOUTH LINE OF SAID LOT 10, SAID LINE ALSO BRING THE NORTH LINE OF WEST 47TH STREET IN THE CITY OF CHICAGO, AND ALSO BEING THE POINT OF INTERSECTION OF THE MORTH LINE OF WEST 47TH STREET WITH THE EAST LINE OF SOUTH ADA STREET AS LAID OUT TO THE SOUTH IN SAID CITY OF CHICAGO AND EXTENDED NORTH; THENCE NORTH 89 DEGREES, 57 MINUTES, 00 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 10 AND NORTH LINE OF WEST 47TH STREET 259.46 FEET, TO A POINT 105 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 10 IN J. D. LEHMER'S SUBDIVISION AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 10; THENCE MORTH ALONG A LINE DRAWN PARALLEL WITH AND 105 FEET EAST OF THE WEST LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 151.10 FRET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20-05-311-014-0000

ADDRESS: 1356 WEST 47TH STREET, CHICAGO, ILLINOIS

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