



# UNOFFICIAL COPY

Assignment of Real Estate Leases and Rentals

92102780

Assignment dated December 1, 1991 by Chicago Title and Trust Company,  
 Trustee under trust agreement dated 11/29/79 a/k/a #1076464 ("Mortgagor")  
 whose address is 4330 W. Belmont, Chicago, IL  
 to NBD Northfield Bank ("Bank")  
 a State banking Corporation  
 whose address is 4330 W. Belmont, Chicago, IL

Mortgagor has executed and delivered to Bank a Mortgage on the following described real property ("the Premises"):

Land located in the City of Chicago  
Cook County, Illinois:

See attached:

Property of Cook County Clerk's Office

92102780

DEPT-11 RECORD.Y \$23.50  
 147777 TRSN 5293 02/19/92 12:27:00  
 48241 1 15 \*-92-102780  
 COOK COUNTY RECORDER

-92-102780

Commonly known as 4330 W. Belmont, Chicago, IL

Tax Parcel Identification No.:

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 existence or executed at a later date, either oral or written, and all extensions, renewals and replacements of the leases, or holdovers under the leases, and all rents and security deposits derived from the Premises and the buildings and improvements on it. Copies of existing leases and lease 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 or 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 secured by the Mortgage until it is paid in full, or until title is obtained through foreclosure or otherwise. The Mortgagor consents to the appointment of a receiver if this is believed necessary by the Bank. Taking possession of the premises or collecting rent shall not constitute a cure or 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 notice of any default in the performance of the terms and conditions of the leases by either Mortgagor or tenant, together with copies of notices 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 lease at the Mortgagor's cost and expense.
4. 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, reimburse the Bank for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Debt, all of which shall be added to the Debt.
5. Mortgagor has not previously assigned any of its rights under any lease; it has not accepted rent 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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70-90-2125

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- The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease and Mortgagor agrees to indemnify 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 reason of any alleged obligation on its part to perform any terms of any lease. Should Bank incur any liability, 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 of the Debt.
- Mortgagor covenants not to execute any other assignment of the leases or lease rentals 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 in 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 unenforceable 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 invalidate 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 same right or remedy by the Bank for any subsequent default by the Mortgagor, and all rights and remedies of the Bank are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If 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, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Assignment or any related instrument or agreement or any of the transactions contemplated by this Assignment or any course of conduct, dealing, statements, (whether oral or written) or actions of either of them. Neither the Bank nor the Mortgagor shall seek 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 been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Mortgagor except by a written instrument executed by both of them.

Executed by the Mortgagor on the date first written above.

MORTGAGOR:  
Chicago Title and Trust Company, Trustee  
U/T/A Dated 11/29/79 and known as #1076464

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of this instrument, on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE, AS AFORESAID AND NOT PERSONALLY,

By Charles J. [Signature] ASSISTANT VICE-PRESIDENT

Attest Sheila Davenport [Signature] ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS, SS.  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice-President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29 day of DEC 23 1979, 1979

Sheila Davenport [Signature]  
Notary Public

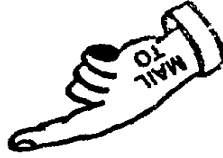
92102780

Attached exoneration rider is incorporated herein.

**"OFFICIAL SEAL"**  
Sheila Davenport  
Notary Public, State of Illinois  
My Commission Expires 10/7/95

Notarial Seal

mail to  
NBD Northfield Bank  
400 Central Ave.  
Northfield IL 60093



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T/A

1076464

MAY 5 1980

## LEGAL DESCRIPTION

Lot 14 (except the West 23.07 Feet as measured along the South line thereof) in Block 3 in William A. Bond and Company's Subdivision of the West half of the Southwest quarter of the Southeast quarter (except railroad) of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian.

Also

All of Lot 11, all of Lot 12, all of Lot 13, all of Lot 14, Lot 15 (excepting from said Lot 15 that part of the North 10 Feet thereof lying West of the East line of Lot 35 extended South), all of Lot 16, all of Lot 17, Lot 35 (except the South 10 Feet thereof), and all of Lot 36, also all that part of the East and West public alley lying North of and adjoining the North line of Lots 11 to 15, inclusive, lying South and Southeasterly of and adjoining the South and Southeasterly lines respectively, of Lot 36, lying East of and adjoining the West line of said Lot 36, produced South 16 Feet, and lying Westerly of and adjoining the Westerly line of the right of way of The Chicago, Milwaukee, St. Paul and Pacific Railroad, all in Block 4 in William A. Bond and Company's Subdivision of the West half of the Southwest quarter of the Southeast quarter of Section 22, Township 40 North, Range 13, East of the Third Principal Meridian, (except railroad) in Cook County, Illinois.

Index No.

Location

13-22-430-033

4330 West Melrose

13-22-434-018

4334 West Belmont

13-22-434-019

4334 West Belmont

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13-22-434-009

4330 West Belmont

13-22-434-010

4330 West Belmont

13-22-434-034

4330 West Belmont