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COLLATERAL ASSIGNMENT OF JUDGEMENT AND UNDERLYING MORTGAGE INDEBTEDNESS

This COLLATERAL ASSIGNMENT OF JUDGEMENT AND UNDERLYING MORTGAGE INDEBTEDNESS (the "Assignment"), dated as of April 8, 1992, is by KLEINLIB LIMITED PARTNERSHIP, an Illinois limited partnership (the "Assignor"), whose address is c/o Emelco Company, 2100 North Elston Avenue, Suite 200, Chicago, Illinois 60614, as debtor, in favor of LASALLE NATIONAL BANK, a national banking association (the "Assignee"), whose address is 120 South La Salle Street, Chicago, Illinois 60603, as secured party.

PREAMBLE

The Assignor has executed and delivered to Assignee that certain Note dated as of April 8, 1992 (the "Note") in the principal amount of One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00). This Assignment is executed and delivered to secure the Assignor's obligations and performance under the Note and any and all extensions, renewals, replacements or substitutions thereof.

AGREEMENTS

NOW, THEREFORE, Assignor, in consideration of the acceptance by the Assignee of the Note and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agrees as follows:

1. Assignment and Grant of Security Interest.

To secure the payment of all principal, interest and other payments due under the Note, including any and all extensions, renewals, substitutions or modifications thereof and to further secure the payment and performance of any and all of the other obligations and liabilities of the Assignor under the Note and this Assignment and any other documents from time to time securing the Note, as the same may be or may hereafter be amended (collectively, the "Loan Documents") and all expenses and charges, legal or otherwise, including attorneys' fees and costs paid or incurred by Assignee in realizing upon or protecting the Collateral (as defined

THIS DOCUMENT WAS PREPARED
BY AND AFTER RECORDING
RETURN TO:

Gary K. Fordyce, Esq.
ABN AMRO North America, Inc.
135 South LaSalle Street
Suite 325
Chicago, Illinois 60603

PERMANENT REAL ESTATE TAX
IDENTIFICATION NUMBER:

14-31-211-026
14-31-219-039

PROPERTY ADDRESS:

2100 North Elston Avenue
Chicago, Illinois 60614

REC-1-1-92 PM 2:53

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hereinafter) under this Assignment or recovering under any of the Loan Documents (all of which obligations and liabilities secured by this Assignment are collectively referred to herein as the "Obligations"), Assignor hereby collaterally assigns and grants to Assignee a security interest in all of the following (all of which items listed below in subparagraphs (a) and (b) below are collectively referred to herein as the "Collateral"):

(a) all of the Assignor's interest in that certain Assignment of Judgement and Underlying Mortgage Indebtedness dated as of April 8, 1992 (the "Judgement Assignment") between Midtown Bank and Trust Company of Chicago, an Illinois banking corporation ("Midtown") and the Assignor, pursuant to which Midtown assigned to the Assignor all of its right, title and interest in and to:

(i) that certain Judgement of Foreclosure and Sale dated February 3, 1992 (the "Judgement"), a copy of which is attached hereto as Exhibit "B" and made a part hereof, and entered into in that certain Case No. 91 CH 10005 in the Circuit Court of Cook County, Illinois, County Department - Chancery Division, including, but not limited to, the proceeds of any appeal bond and any substitutions or replacements therefor filed by any party in connection with the Judgement; and

(ii) that certain indebtedness (the "Original Loan") in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) evidenced by a Note dated October 25, 1988 (the "Original Note") made by LaSalle National Bank, as Trustee under Trust Agreement 111696 ("LaSalle"), as increased to the principal amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) pursuant to a certain Loan Modification Agreement dated January 17, 1989 (the "Original Loan Modification Agreement"; the Original Loan and the Original Loan Documents (as hereinafter defined), as modified by the Original Loan Modification Agreement, are hereby collectively referred to as the "Mortgage Loan" and the "Mortgage Loan Documents", respectively) between Midtown and LaSalle, and recorded with the Recorder of Deeds of Cook County, Illinois as Document Number 89103585; and

(iii) the collateral documents, and all rights thereunder, which secure the Mortgage Loan, including, but not limited to, (A) that certain Trust Deed dated October 25, 1988 (the "Original Trust Deed") from LaSalle to Chicago Title and Trust Company as Trustee ("CT&T"), on the property described in Exhibit "A" attached hereto and recorded with the Recorder of Deeds of Cook County, Illinois as Document Number 88598687, (B) that certain Assignment of Rents dated October 25, 1988 (the "Original Assignment of Rents") from LaSalle to Midtown, and recorded with the Recorder of Deeds of Cook County, Illinois as Document Number 88598689, and (C) that

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certain Security Agreement dated October 25, 1988 (the "Original Security Agreement"; the Original Note, the Original Trust Deed, the Original Assignment of Rents and the Original Security Agreement being collectively referred to herein as the "Original Loan Documents") from LaSalle to Midtown, as such Original Loan Documents were modified by the Original Loan Modification Agreement; and

(b) All proceeds and products however derived, from any and all of the foregoing thereof.

2. Term.

This Assignment and the security interest hereby granted to Assignee in the Collateral and all representations, warranties, covenants and obligations of the Assignor under this Assignment shall remain in effect until all of the Obligations are paid and satisfied in full.

3. Representations, Warranties and Covenants.

The Assignor represents, warrants and covenants to Assignee that:

(a) The Assignor is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Illinois and the general partner of the Assignor (the "General Partner") is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois. The Assignor has the power to own its assets and transact the business in which it presently or prospectively is engaged and is duly qualified and in good standing under the laws of each jurisdiction where its ownership of property or the conduct of its business requires such qualification.

(b) All consents of the partners of the Assignor which are required to be obtained in connection with the execution, delivery, performance, validity or enforceability of this Assignment or any of the other Loan Documents have been obtained and are valid in all respects.

(c) The execution, delivery and performance of this Assignment and the Note will not violate any provision of any existing law or regulation or of any order or decree of any court or governmental authority, of the partnership agreement of the Assignor (the "Partnership Agreement"), of the bylaws of the General Partner, or of any mortgage, indenture, contract or other agreement binding upon or applicable to the Assignor, the General Partner or any of their respective properties or assets, and will not result in the creation or imposition of any security interest in any properties pursuant to the provisions of any such mortgage, indenture, contract or other agreement.

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(d) The Assignor covenants and agrees that the Assignor will not cause or permit itself to be dissolved or permit or consent to any amendment or change to the Partnership Agreement which affects Assignee's rights in the Collateral without the prior written consent of Assignee.

(e) The Assignor is the sole owner of the Judgement Assignment, the Mortgage Loan and the Mortgage Loan Documents and has the requisite power and authority to make this Assignment.

(f) Except for the security interest granted hereby, no other security interest in the Collateral has been granted to any person or entity, nor is the Collateral subject to any other lien or encumbrance.

(g) No financing statement or security agreement covering any of the Collateral or any proceeds thereof is on file in any public office except those perfecting the security interest of Assignee in the Collateral, and the Assignor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to Assignee.

(h) The Assignor shall not sell, convey, assign, encumber, transfer title to or otherwise dispose of or hypothecate its interest in the Collateral, or any part thereof (collectively referred to herein as a "Transfer"), nor shall the Assignor permit or approve a Transfer without the written consent of the Assignee. In the event a Transfer is approved by Assignee, the Assignor's shares of the proceeds or interest derived from the Transfer shall then be pledged to Assignee as additional security for payment of the Obligations and the performance by the Assignor of its obligations under the Loan Documents.

4. Events of Default.

The occurrence of any of the following shall constitute an event of default ("Event of Default") hereunder:

(a) The occurrence of a default under the Note or any other document securing the Note; or

(b) Failure by the Assignor to promptly perform or observe any condition, covenant, term, agreement or other provision required to be performed or observed by the Assignor hereunder; or

(c) Any representation or warranty made by the Assignor hereunder or under any of the other Loan Documents or any other agreement between the Assignor and the Assignee shall prove to have been false or incorrect in any respect on or as of the date when made.

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5. Remedies.

Upon the occurrence of an Event of Default, Assignee may, at any time, at its election and without notice, and to the extent permitted by law:

(a) Exercise any one or more of the rights or remedies set forth in the Note, the Mortgage Loan Documents or herein, and in addition, Assignee shall have full power and authority to exercise all or any one or more of the rights or remedies of a secured party under the Uniform Commercial Code of Illinois. Any requirement of the Code for reasonable notice shall be met if such notice is given to Assignor in the manner provided in Paragraph 13 below, at least ten (10) business days prior to the time of the sale, disposition or other event giving rise to the requirement of notice. Assignee may buy at any such sale; and

(b) Proceed immediately to exercise each and all of the powers, rights and privileges Assignor may have with respect to the Collateral, including, but not limited to, receipt of all distributions of any kind whatsoever on all or any of the Collateral; and

(c) Proceed to protect and enforce this Assignment by suit or suits or proceedings in equity, at law or otherwise, whether for the foreclosure hereunder or under the Mortgage Loan Documents or for the enforcement of any other proper, legal or equitable remedy available under applicable law.

With respect to the actions described in or contemplated by Paragraph 5 above, the Assignor hereby irrevocably constitutes and appoints Assignee its proxy and attorney-in-fact with full power of substitution and acknowledges that the constitution and appointment of such proxy and attorney-in-fact are coupled with an interest and are irrevocable.

Any and all net proceeds received by Assignee by reason of or pursuant to the foregoing paragraphs (a), (b), and (c), after first deducting all legal or other costs and expenses incurred in connection with such realization, shall be applied in satisfaction of the Obligations as said Assignee shall deem proper, any surplus to be returned to Assignor. Upon payment in full of all of the Obligations, this Assignment and the lien or charge created hereby or resulting herefrom shall be released, and Assignee shall provide such releases and termination statements as Assignor may request, and shall return any original instruments held by Assignee to perfect its security interest.

Each and every right, remedy and power granted to Assignee hereunder and under the Note shall be cumulative and in addition to any other right, remedy or power specifically granted herein or therein or now or hereafter existing in equity, at law, by virtue of statute or otherwise, and all such rights, remedies and powers may be exercised by Assignee, from time to time, concurrently or

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independently and as often and in such order as Assignee may deem expedient. Any failure or delay on the part of Assignee in exercising any such right, remedy or power, or abandonment or discontinuance of steps to enforce the same, shall not operate as a waiver thereof or affect Assignee's right thereafter to exercise the same, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power, and no such failure, delay, abandonment or single or partial exercise of Assignee's rights shall be deemed to establish a custom or course of dealing or performance among the parties hereto.

6. Indemnities.

The Collateral is assigned and transferred to Assignee by way of collateral security only, and Assignee, by its acceptance hereof, shall not be deemed to be a "Mortgagee in possession" in the absence of the taking of actual possession of the Collateral by the Assignee or to have assumed or become liable for any of the obligations or liabilities of the Assignor under the Judgement Assignment or the Mortgage Loan Documents, whether provided for by the terms of the Judgement Assignment or the Mortgage Loan Documents or arising by operation of law or otherwise, the Assignor hereby acknowledging and agreeing that Assignor is and remains liable for all obligation and liabilities under the Judgement Assignment or the Mortgage Loan Documents to the same extent as though this Assignment had not been made. It is expressly intended, understood and agreed that this Assignment and the Note are made and entered into for the sole protection and benefit of Assignee and Assignor, their respective successors and assigns (but in the case of assigns of the Assignor, only to the extent permitted hereunder), and no other person or persons shall under any circumstances be entitled to any rights hereunder. The relationship between Assignee and Assignor are solely that of a lender and borrower, and nothing contained herein shall in any manner be construed as making the parties hereto partners or joint venturers or creating any other relationship other than lender and borrower. The Assignor hereby agrees to indemnify and hold Assignee free and harmless from and against any and all loss, damage, liability, cost and expense including attorneys' fees and costs, incurred by Assignee by reason of Assignee's acceptance of this Assignment or any efforts to impose any liability upon Assignee for the obligations of the Assignor with respect to the Collateral.

7. Further Assurances.

The Assignor shall execute a financing statement naming Assignee as Secured Party and Assignor as Debtor with respect to the Collateral which may be filed with the Illinois Secretary of State and shall evidence Assignee's perfection of a security interest in such Collateral as security for the Obligations. The Assignor, upon demand, shall furnish to Assignee such further information, execute and deliver such other documents and do all such other acts and things as Assignee may at any time, or from

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time to time, reasonably request as being necessary or appropriate to establish and maintain a perfected first security interest in the Collateral or to otherwise evidence, document or conclude the transactions contemplated hereby; and Assignor shall pay all costs and expenses of filing such financing statements, of all searches of records, wherever filing or recording or searching of records is deemed by Assignee to be necessary and desirable, or otherwise incurred by Assignee or its agents in carrying out the provisions of this Assignment. A photographic, carbon or other reproduction of this Assignment shall be sufficient as a financing statement. Assignor will execute such additional security agreements, pledge agreements or other documentation in form and substance satisfactory to Assignee, as deemed necessary by Assignee in connection with the pledge of the proceeds or interest derived from a Transfer.

Assignor also agrees that if and when the Assignor obtains any real property interest pursuant to the Judgement Assignment, the Assignor shall execute such further documents as Assignee deems necessary or advisable to obtain a perfected lien in favor of Assignee in such real property interests.

8. Obligations Absolute.

The obligations of the Assignor under this Assignment shall be absolute and unconditional, and shall remain in full force and effect without regard to, and shall not be released or discharged or in any way affected by:

(a) Any amendment or modification of or supplement to any Loan Document;

(b) Any exercise or non-exercise of any right or remedy under any Loan Document, or the granting of any postponements or extensions from time of payment or other indulgences to the Assignor or any other party liable for any of the Obligations, or the settlement or adjustment of any claim or the release or discharge or substitution of the Assignor or any other party liable for any of the Obligations or any Collateral;

(c) The institution of any bankruptcy, insolvency reorganization, debt arrangement, readjustment, composition, receivership or liquidation proceedings by or against the Assignor or any other party liable for any of the Obligations; or

(d) Any other circumstance which otherwise might constitute a defense to, or a discharge of the Assignor.

9. Amendments or Modifications.

Any modification or waiver of any provision of this Assignment, or any consent to any departure by the Assignor therefrom, shall not be effective in any event unless the same is in writing and signed by Assignee and then such modification,

waiver or consent shall be effective only in the specific instance and for the specific purpose given. Any notice to or demand on the Assignor in any event not specifically required of Assignee hereunder shall not entitle the Assignor to any other or further notice or demand in the same, similar or other circumstances unless specifically required hereunder.

10. Assignability.

This Assignment shall be assignable by Assignee and all representations, warranties, covenants, powers and rights herein contained shall be binding upon the legal representatives, successors and assigns of the Assignor, and shall inure to the benefit of the Assignee and its respective legal representatives, successors and assigns.

11. Governing Law.

This Assignment shall be deemed a Security Agreement under the Uniform Commercial Code of Illinois and the terms and provisions contained herein shall, unless the context otherwise requires, have the meanings and be construed as provided in the Uniform Commercial Code of Illinois and this Assignment shall otherwise be governed by and construed in accordance with the laws of the State of Illinois.

12. Severability.

All provisions of this Assignment shall be deemed valid and enforceable to the extent permitted by law. Any provision or provisions of this Assignment which are held to be unenforceable, invalid or contrary to law by a court of competent jurisdiction, or the inclusion of which would affect the validity or enforceability of this Assignment, shall be of no force or effect, and in such event each and all of the remaining provisions of this Assignment shall subsist and remain and be fully effective according to the tenor of this Assignment as though such invalid, unenforceable or unlawful provision or provisions had not been included in this Assignment.

13. Notices.

All notices permitted or required pursuant to this Assignment shall be in writing and shall be deemed to have been properly given (i) if served in person; (ii) on the third (3rd) day following the day such notice is deposited in any post office station or letter box if mailed by certified or registered mail, return receipt requested, postage prepaid; or (iii) on the first (1st) day following the day such notice is delivered to the carrier if sent by Federal Express or Airborne overnight delivery, if addressed to the party to whom such notice is intended as set forth below:

To Assignor: Kleinlib Limited Partnership
c/o Emelco Company
2100 North Elston Ave., Suite 200
Chicago, Illinois 60614

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To Assignee: LaSalle National Bank
120 South La Salle Street
Chicago, Illinois 60603
Attention: Mr. John Hein

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first written above.

Assignor:

KLEINLIB LIMITED PARTNERSHIP

By: EMELCO COMPANY, an Illinois
corporation
Its: General Partner

By: *Larry Mayer*
Larry Mayer
Its: President

Assignee:

LASALLE NATIONAL BANK

By: *[Signature]*
Its: *Branch Office*

Property of Cook County Clerk's Office

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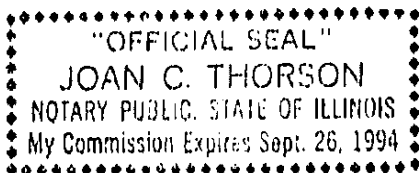
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Joan C. Thorson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that LARRY MAYER, personally known to me and known by me to be the President of EMELCO COMPANY, an Illinois corporation, which is the General Partner of KLEINLIB LIMITED PARTNERSHIP, an Illinois limited partnership, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation on behalf of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of April, 1992.

Joan C. Thorson
Notary Public



My Commission Expires:

Sept. 26, 1994

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

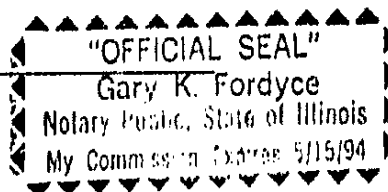
I, Gary K. Fordyce, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JOHN HEIN, personally known to me and known by me to be a Commercial Banking Officer of LASALLE NATIONAL BANK, a national banking association, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of April, 1992.

Gary K. Fordyce
Notary Public

My Commission Expires:

GKF:gt
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April 8, 1992



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EXHIBIT "A"

PARCEL 1: LOT 8 (EXCEPT THE NORTHEASTERLY 10 FEET THEREOF AND EXCEPT THE SOUTHEASTERLY 34 FEET OF SAID LOT 8 LYING SOUTHWESTERLY OF THE NORTHEASTERLY 10 FEET THEREOF) LOTS 9 AND 10 (EXCEPT THE SOUTHEASTERLY 34 FEET OF SAID LOTS) AND LOTS 11 AND 12 IN KILLICK'S SUBDIVISION OF LOTS 29, 30 AND 31 IN THE RESUBDIVISION OF LOTS 2 TO 5, LOTS 7 TO 11 AND LOTS 13 TO 18 IN BLOCK 21 IN SHEPPARD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2: THAT PART OF REAL ESTATE LYING SOUTHWESTERLY OF AND ADJOINING LOT 12 IN KILLYCK'S SUBDIVISION AFORESAID AND BOUNDED AS FOLLOWS: (1) ON THE NORTHWEST BY A LINE COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 12; THENCE RUNNING SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 12, EXTENDED SOUTHWESTERLY, 36 FEET, 7 1/4 INCHES, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; (2) ON THE SOUTHWEST BY SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (3) ON THE SOUTHEAST BY THE SOUTHEASTERLY LINE OF SAID LOT 12, EXTENDED SOUTHWESTERLY TO SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; AND (4) ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SAID LOT 12, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3: THAT PART OF REAL ESTATE LYING SOUTHWESTERLY OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY AND BOUNDED AND DESCRIBED AS FOLLOWS: (1) ON THE NORTHWEST BY THE SOUTHEASTERLY LINE OF LOT 12 IN KILLYCK'S SUBDIVISION AFORESAID, EXTENDED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; (2) ON THE SOUTHWEST BY SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (3) ON THE SOUTHEAST BY A LINE DRAWN PARALLEL TO AND 2 1/2 FEET NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE 16 FOOT ALLEY LYING SOUTHEASTERLY OF AND ADJOINING LOTS 7 TO 12 IN KILLYCK'S SUBDIVISION AFORESAID, AND SAID LINE EXTENDED SOUTHWESTERLY TO THE AFORESAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; AND (4) ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SAID LOT 12 IN KILLYCK'S SUBDIVISION, EXTENDED SOUTHEASTERLY TO SAID SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL OF REAL ESTATE, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 4: ALL THAT PART OF VACATED NORTH HOBSON AVENUE LYING NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY LINES OF LOTS 8 TO 12, AND THE NORTHWESTERLY LINE OF SAID LOT 12, PRODUCED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY, IN J. B. KILLYCK'S SUBDIVISION OF LOTS 29, 30 AND 31 OF BLOCK 21 AFORESAID, AND LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF LOT 8 IN KILLYCK'S SUBDIVISION, PRODUCED NORTHWESTERLY TO THE SOUTHEASTERLY LINE OF LOT "A" IN THE CONSOLIDATION AFORESAID AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS

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ALSO

PARCEL 5: THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHERFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE NORTH 45 DEGREES 45 MINUTES 02 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 100.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 17 MINUTES 58 SECONDS WEST 146.52 FEET; THENCE SOUTH 43 DEGREES 27 MINUTES 42 SECONDS WEST 167.81 FEET, IN COOK COUNTY, ILLINOIS

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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

MID TOWN BANK AND TRUST COMPANY)
OF CHICAGO, an Illinois banking)
corporation,)

Plaintiff,)

v.)

No. 91 CH 10005

LASALLE NATIONAL TRUST f/k/a)
LaSalle National Bank, as Trustee)
under Trust Agreement dated)
October 30, 1986 and known as Trust)
No. 111696, 2100 WELSTON PARTNERSHIP,)
an Illinois General Partnership,)
CITY DEVELOPMENT CORPORATION OF)
CHICAGO, INC., a Delaware)
corporation, BJE DEVELOPMENT)
CORPORATION, an Illinois)
corporation, GWE CORPORATION, an)
Illinois corporation,)
LARRY MAYER, BERNARD EGGNER,)
G.W. ELLINGHAUSEN, REICHOLD)
CHEMICALS, INC., a Delaware)
corporation, as successor)
to POLYCHROME CHEMICALS CORPORATION,)
a New Jersey corporation, UNKNOWN)
OWNERS, and NON-RECORD CLAIMANTS,)

Defendants.)

ENTERED

FEB 3 1992

AURELIA PUCINSKI
Clerk of the Circuit Court

ENTERED	
CLERK OF THE CIRCUIT COURT	
AURELIA PUCINSKI	
FEB 3 1992	
JUDGE	ROCKWELL #197
DEPUTY CLERK	

JUDGMENT AND DECREE OF
FORECLOSURE OF MORTGAGE

THIS CAUSE COMING ON TO BE HEARD pursuant to the Motion for Default Judgment, all parties being notified, the Court having heard and granted said Motions, and having considered the allegations of Mid Town Bank and Trust Company of Chicago's ("Mid Town") complaint and said Motions and the affidavits submitted

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therewith and the Court being otherwise fully advised in the premises,

THE COURT FINDS AS FOLLOWS:

1. That it has jurisdiction of the parties hereto and of the subject matter of this suit;

2. That all of the material allegations of Mid Town's complaint are true and proven and that the equities in this cause are with Mid Town;

3. That there is due to Mid Town under the Note and Mortgage, as defined in its complaint, the amounts following, which amounts constitute a valid lien against and upon the "Property," as hereinafter described, in the following order of priority, to-wit:

(a) Principal balance due on Mortgage	\$150,000.00
(b) Interest installment due From June 5, 1991 to June 8, 1991	1,288.36
(c) Interest due on Mortgage from July 8, 1991 to present	25,890.43
(d) Late charges	179.58
(e) Filing Fees	171.00
(f) Service of Summons	252.24
(g) Publication Expense	252.80
(h) Title Expenses	310.00
(i) Document Reproduction Charges	230.80
(j) Telecopy Charges	13.00
(k) Recording Fee	16.00
(l) Telephone Charges	1.56
(m) Miscellaneous Charges	60.07
(n) Attorneys & Paralegal Fees Incurred . . .	8,510.00
(o) Additional Estimated Attorneys Fees . . .	1,200.00
(p) Additional Estimated Publication Charges .	600.00
(q) Estimated Charge for Sale	600.00
(r) Estimated Additional Expenses	150.00
TOTAL \$	188,862.54

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4. That Mid Town, as Trustee is the legal holder and owner of the Note and Mortgage, that said Mortgage is a valid and subsisting lien upon the Property for said total sum of \$188,862.54, together with interest thereon at the statutory rate of 9% per annum from and after the date hereof; and that the interests of all defendants are subject and subordinate to the lien of Mid Town's Mortgage. The security foreclosed and the evidence of indebtedness having been exhibited and marked in open court, leave has been given to withdraw the originals thereof and substitute therefor the copies thereof attached to the complaint.

5. That the mortgagor and the record owner of the Property is LaSalle National Trust f/k/a LaSalle National Bank as trustee under Trust Agreement dated October 30, 1986 and known as Trust No. 111696 ("LaSalle Trust"), an Illinois not-for-profit corporation;

6. That under Paragraph 19 of the Mortgage and in accordance with Ill. Rev. Stat., ch. 110, §15-1601(b), LaSalle Trust, on behalf of itself and all those claiming an interest in the Property through it, has waived any and all rights of redemption from sale under any order of foreclosure of the Mortgage and that the last date for redemption is therefore the date of sale.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT AS FOLLOWS:

A. That Mid Town be paid the total amount set forth in paragraph 3 above, together with interest as aforesaid to the date of payment, within three (3) days from the date of entry hereof.

B. That in default of said payment being made to Mid Town, then in that case the real property described on Exhibit A hereto and situated in the County of Cook and State of Illinois, together with all and singular the tenements, hereditaments, appurtenances and personalty thereon belonging thereto (collectively the "Property") or so much thereof as may be sufficient to realize the amount so found to be due to Mid Town and which may be sold separately without material injury to the parties in interest, shall be sold at public auction on open verbal bid for cash to the highest bidder by the Sheriff of Cook County, at such place as such sales are usually held in Cook County; that public notice be given, pursuant to Ill. Rev. Stat., ch. 110, ¶15-1507, of the time, place and terms of such sale by publishing the same at least once a week for three (3) consecutive calendar weeks in the legal notices and real estate sections of a secular newspaper of general circulation, published in the County of Cook and State of Illinois; that notice of such sale be given, pursuant to Ill. Rev. Stat. ch. 110, ¶15-1507(c)(3), to all parties to this action who have appeared in this action but have not been found in default for failure to plead; that Mid Town, or any of the parties to this cause, may become the purchaser or purchasers at such sale; that

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Mid Town may bid in lieu of cash all or any part of the amounts hereinabove found due it; that the Court may adjourn the sale so advertised upon the terms of Ill. Rev. Stat., ch. 110, ¶15-1507(c)(4); and that upon such sale being made, said Sheriff shall execute and deliver to the purchaser or purchasers a receipt or certificate of sale, together with a duplicate that such purchaser may register and record in the proper office.

C. That out of the proceeds of said sale, the Sheriff shall retain his fees, disbursements and commissions and see that all unpaid costs are paid to the persons entitled to receive the same; that the Sheriff shall with all speed report said sale and proceeds to this Court, that upon confirmation of the sale the Court shall then pay to Mid Town out of the proceeds of said sale, the amount due Mid Town under this Judgment, with interest as aforesaid, and all taxable costs advanced by Mid Town; and that if such proceeds shall not be sufficient to pay said amount and interest, the same shall be applied to the extent to which it may reach in satisfaction thereof, and the amount of deficiency shall be specified and reported; and if there should be a surplus after paying to Mid Town the amount due it as aforesaid, that such surplus shall be brought into Court and abide the further order of this Court.

D. That upon confirmation of such sale as aforesaid, the defendants, and all persons claiming by, through or under them, or any of them, since the commencement of this suit, shall be forever barred and foreclosed of and from all rights, equities of

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redemption and claims of, in and to the Property or any part thereof; and upon production to the Sheriff of Cook County of said receipt or certificate of sale by the legal holder or holders thereof and the Court's order confirming said sale, the Sheriff of Cook County shall immediately execute and deliver, and said holder or holders or their nominees shall immediately be entitled to receive, a good and sufficient deed of conveyance to the Property; and that the grantee or grantees of such deed, or his or their legal representatives or assigns, shall be let into possession of the Property as of the date 30 days from the date of entry of said order of confirmation, and that any of the parties to this cause who may be in possession of said Property or any portion thereof, or any person who may have come into such possession under them or any of them since the commencement of this suit, shall, at that time, surrender possession of the Property to said grantee or grantees, his or her representatives or assigns, and in default of so doing a Writ of Assistance shall issue.

Dated: _____

ENTER:

ENTERED	
CLERK OF THE CIRCUIT COURT	
AURORA PUGINSKI	
FEB 2 1992	
JUDGE	(Ony) [Signature] #497
DEPUTY CLERK	[Signature]

JUDGE

4. THE LAND REFERRED TO IN THIS COMMITMENT IS IN THE STATE OF ILLINOIS, COUNTY OF COOK AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOT 8 (EXCEPT THE NORTHEASTERLY 10 FEET THEREOF AND EXCEPT THE SOUTHEASTERLY 34 FEET OF SAID LOT 8 LYING SOUTHWESTERLY OF THE NORTHEASTERLY 10 FEET THEREOF) LOTS 9 AND 10 (EXCEPT THE SOUTHEASTERLY 34 FEET OF SAID LOTS) AND LOTS 11 AND 12 IN KILLICK'S SUBDIVISION OF LOTS 29, 30 AND 31 IN THE RESUBDIVISION OF LOTS 2 TO 5, LOTS 7 TO 11 AND LOTS 13 TO 18 IN BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2: THAT PART OF REAL ESTATE LYING SOUTHWESTERLY OF AND ADJOINING LOT 12 IN KILLICK'S SUBDIVISION AFORESAID AND BOUNDED AS FOLLOWS: (1) ON THE NORTHWEST BY A LINE COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 12; THENCE RUNNING SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 12, EXTENDED SOUTHWESTERLY, 34 FEET, 7 2/4 INCHES, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; (2) ON THE SOUTHWEST BY SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (3) ON THE SOUTHEAST BY THE SOUTHEASTERLY LINE OF SAID LOT 12, EXTENDED SOUTHWESTERLY TO SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; AND (4) ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SAID LOT 12, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3: THAT PART OF REAL ESTATE LYING SOUTHEASTERLY OF AND ADJOINING THE ABOVE DESCRIBED PROPERTY AND BOUNDED AND DESCRIBED AS FOLLOWS: (1) ON THE NORTHWEST BY THE SOUTHEASTERLY LINE OF LOT 12 IN KILLICK'S SUBDIVISION AFORESAID, EXTENDED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; (2) ON THE SOUTHWEST BY SAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; (3) ON THE SOUTHEAST BY A LINE DRAWN PARALLEL TO AND 2 1/2 FEET NORTHWESTERLY OF THE SOUTHEASTERLY LINE OF THE 16 FOOT ALLEY LYING SOUTHEASTERLY OF AND ADJOINING LOTS 7 TO 12 IN KILLICK'S SUBDIVISION AFORESAID, AND SAID LINE EXTENDED SOUTHWESTERLY TO THE AFORESAID NORTHEASTERLY LINE OF RAILROAD RIGHT OF WAY; AND (4) ON THE NORTHEAST BY THE SOUTHWESTERLY LINE OF SAID LOT 12 IN KILLICK'S SUBDIVISION, EXTENDED SOUTHEASTERLY TO SAID SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL OF REAL ESTATE, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 4: ALL THAT PART OF VACATED NORTH HOBSON AVENUE LYING NORTHWESTERLY OF AND ADJOINING THE NORTHWESTERLY LINES OF LOTS 8 TO 12, AND THE NORTHWESTERLY LINE OF SAID LOT 12, PRODUCED SOUTHWESTERLY TO THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY, IN J. E. KILLICK'S SUBDIVISION

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OF LOTS 29, 30 AND 31 OF BLOCK 21 AFORESAID, AND LYING SOUTHEASTERLY OF AND ADJOINING THE SOUTHEASTERLY LINE OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF THE NORTHEASTERLY 10 FEET OF LOT 8 IN KILLICK'S SUBDIVISION, PRODUCED NORTHWESTERLY TO THE SOUTHEASTERLY LINE OF LOT "A" IN THE CONSOLIDATION AFORESAID AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 5: THAT PART OF LOT "A" IN THE CONSOLIDATION OF PARTS OF ORIGINAL BLOCK 21 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOLLOWING DESCRIBED LINES: COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF NORTH HOBSON AVENUE WITH THE SOUTHWESTERLY LINE OF NORTH ELSTON AVENUE; THENCE NORTH 45 DEGREES 05 MINUTES 02 SECONDS WEST ALONG SAID SOUTHWESTERLY LINE 100.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44 DEGREES 17 MINUTES 58 SECONDS WEST 146.52 FEET; THENCE SOUTH 43 DEGREES 27 MINUTES 42 SECONDS WEST 167.81 FEET, IN COOK COUNTY, ILLINOIS

Common Address

2100 North Elston Avenue, Chicago, Illinois 60614.

PIN: 14-31-211-026-0000
14-31-219-039-0000

County of Cook County Clerk's Office