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## ASSIGNMENT OF RENTS AND LEASES

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(MAIN BUILDING CORP., INC.)

THIS ASSIGNMENT, made this 15th day of April, 1993 is by and between Main Building Corp., Inc. whose address is 805 W. Touhy, Park Ridge, IL (hereinafter called "Borrower"), and the First National Bank of LaGrange whose address is 620 W. Burlington Avenue, LaGrange, IL 60525 (hereinafter called the "Assignee"). Borrower is hereafter collectively called the "Assignor"

74-69-540-3

09-35-201-0.2 - over

805 Touhy  
Park Ridge, Ill

### WITNESSETH

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 all right, title and interest of the Borrower in, to and under any leases of the real estate at 550 North Monroe, Hinsdale, IL whether now in existence or hereafter entered into, all guarantys, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases", and all rents, income and profits 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 Premises.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness (including any extensions or renewal thereof) evidenced by a certain note ("Note") of Borrower of even date herewith in the principal sum of THREE HUNDRED FORTY-SIX THOUSAND NINE HUNDRED THIRTY-EIGHT AND 58/100 (\$346,938.58) and secured by a certain mortgage ("Mortgage") of even date herewith encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the

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Property of

PROPERTY ADDRESS: 805 TOUCHY AVENUE PARK RIDGE, Illinois 60068

LEGAL DESCRIPTION: LOT 4 IN BLOCK 5 IN L. RIDGE'S ADDITION TO PARK RIDGE IN THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 SOUTHERLY OF RAILROAD IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 09-35-201-002-0000

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Clerk's Office 93443215

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Mortgage and any other instrument constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

Assignor covenants and agrees with Assignee as follows:

1. That the sole ownership of the entire lessor's interest in the Lease is or shall be vested in Borrower and that Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3. That none of the Leases shall be altered, modified, amended, terminated, cancelled, or surrendered nor any term of condition thereof be waived without the prior written approval of the Assignee.

4. That there are no defaults now existing on any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

5. That Assignor shall give prompt notice to Assignee of any notice received by Borrower claiming that a default has occurred under any of the Leases on part of the Borrower, together with a complete copy of such notice.

6. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

7. That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

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8. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

The parties further agree as follows:

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default has occurred under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Borrower hereby irrevocably appoint Assignee their true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity for Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, and at Assignee's 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 Borrower or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payments of the rents, income or profits. Lessees of the premises are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases to Assignee or such

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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 Borrower in respect of all payments so made.

From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force, and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further 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 and Premises and of any indebtedness or liability of Borrower 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 Premises or of making the same rentable, attorney's fee incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute 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. It is further understood that this Assignment shall not operate to place responsibility for the control, care.

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management or repair of the premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, or for and dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Agreement are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of the Assignment, or the application of such term to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

The term "Assignor", "Assignee" and "Borrower" shall be construed to include the heirs, personal representatives,

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successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same affect whether the parties are of the masculine or the feminine gender, corporate or other form, and the singular shall likewise include the plural.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

BY:

First State Bank & Trust Co. of  
Park Ridge, As Trustee U/T/A/D  
6-28-85 and known as Trust #1509

This Assignment of Note is assigned by FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, not personally, but as Trustee under Trust Agreement dated 6/28/85 and known as Trust No. 1509 in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein or in said Mortgage or in said Note contained shall be construed as creating any liability on the part of FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or contract or other express or implied terms contained, of such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that as far as FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder or anyone making claim hereon for said Note solely to the promises hereby conveyed and to the notes hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Mortgage/Trust Deed and Note provided.

IN WITNESS WHEREOF, First State Bank & Trust Company of Park Ridge, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE,

not personally, but solely as trustee as aforesaid

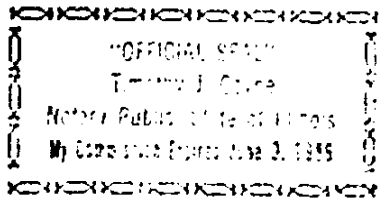
By: [Signature]  
Assistant Trust Officer  
Attest: [Signature]  
Assistant Trust Officer

STATE OF ILLINOIS  
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 Trust Officer and Assistant Trust Officer of FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, or such Assistant Trust Officer and Assistant Trust Officer, 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 of said Company for the uses and purposes therein set forth and the said Assistant Trust Officer then and there acknowledged that the said Assistant Trust Officer, as custodian of the seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Trust Officer'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 official seal, this 29th day of April, 1993.

[Signature]  
Notary Public



BOX 333

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60620 Building  
Chicago Ill. 60635  
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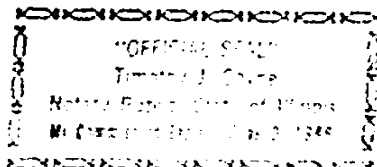
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Witness my hand and official seal, this 21th day of April, 1993.

Timothy J. Coyne  
Notary Public



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