



UNOFFICIAL COPY

93501093

Assignment dated June 8, 1993, by Standard Bank & Trust as TEE under Trust #11918 dtd 6-2-93 ("Mortgagor")
 whose address is 7800 West 95th Street, Hickory Hills, Illinois 60457
 to NBD Bank ("Bank")
 a State banking Corporation
(national/state) (association/corporation)
 whose address is 2801 Pfingsten Road, Glenview, Illinois 60025

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

Land located in the Village of Northbrook **93501093**
COOK County, Illinois:

THAT PART OF THE SOUTH 200.0 FEET OF THE EAST 160.0 FEET OF THE NORTH 400.0 FEET OF THE WEST 1/2 OF THE EAST 1/2 OF THE NE 1/4 OF SW 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON A LINE 33.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NE 1/4 OF THE SW 1/4 AFORESAID AND AT A POINT ON SAID LINE 230.0 FEET SOUTH OF THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 16; THENCE SOUTH PARALLEL WITH THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NE 1/4 OF THE SW 1/4 AFORESAID, A DISTANCE OF 100.0 FEET THENCE WEST PARALLEL WITH THE NORTHLINE OF THE SE 1/4 OF SAID SECTION 16, A DISTANCE OF 125.0 FEET THENCE NORTH PARALLEL WITH THE EAST LINE OF THE LEGAL DESCRIPTION, A DISTANCE OF 70.0 FEET; THENCE NORTH EASTERLY ALONG A LINE MAKING AN ANGLE OF 23 DEGREES 18 MINUTES 30 SECONDS TO THE RIGHT, WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 24.01 FEET THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID SW 1/4 OF A DISTANCE OF 24.0 FEET; THENCE NORTH-EASTERLY ALONG A LINE MAKING AN ANGLE OF 14 DEGREES 28 MINUTES 45 SECONDS TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE, A DISTANCE OF 37.0 FEET; THENCE EAST 60.50 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, IL COMMONLY KNOWN AS 2044 GREENVIEW ROAD, NORTHBROOK, IL. PARCEL2: LOT 3 IN SOLAR GROVE SUBDIVISION BEING A SUBDIVISION OF PART OF THE NE 1/4 OF THE SW 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE 3RD PM, IN COOK COUNTY ILLINOIS. Commonly known as: 2044 GREENVIEW ROAD, NORTHBROOK, ILLINOIS 60062

Tax Parcel Identification No.: 04-16-301-039 Volume 132

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.

RENTAL SERVICES # R16-16004

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PARCEL 1:

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UNIT 42H IN 161 CHICAGO AVENUE EAST CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF VARIOUS LOTS IN OLYMPIA CENTRE SUBDIVISION OF VARIOUS LOTS AND PARTS OF VACATED ALLEYS IN BLOCK 54 IN KINZIE'S ADDITION TO CHICAGO, BEING A SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B"

TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 85080173 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS, SUPPORT AND UTILITIES INCLUDING EASEMENTS FOR OPERATION, REPAIR, MAINTENANCE AND REPLACEMENT OF ELEVATOR PITTS, SHAFTS, EQUIPMENT, ETC., ALL AS DEFINED AND DECLARED IN DECLARATION OF COVENANTS, EASEMENTS, CHARGES AND LIENS FOR OLYMPIA CENTRE DATED JUNE 27, 1985 AND RECORDED JUNE 27, 1985 AS DOCUMENT 85080144 OVER AND ACROSS VARIOUS LOTS AND PORTIONS OF LOTS IN OLYMPIA CENTRE SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

GRANTOR ALSO HEREBY GRANTS TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID, AND GRANTEE RESERVES TO ITSELF. ITS SUCCESSORS AND ASSIGNS, THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN.

THIS DEED IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

SUBJECT TO:

(A) COVENANTS, CONDITIONS, AND RESTRICTIONS OF RECORD: (B) TERMS, PROVISIONS, COVENANTS AND CONDITIONS OF THE DECLARATION OF CONDOMINIUM AND ALL AMENDMENTS, IF ANY, THERETO: (C) PRIVATE, PUBLIC AND UTILITY EASEMENTS, INCLUDING ANY EASEMENTS ESTABLISHED BY OR IMPLIED FROM THE DECLARATION OF CONDOMINIUM OR AMENDMENTS THERETO, IF ANY, AND ROADS AND HIGHWAYS, IF ANY: (D) PARTY WALL RIGHTS AND AGREEMENTS, IF ANY: (E) LIMITATIONS AND CONDITIONS IMPOSED BY THE CONDOMINIUM PROPERTY ACT: (F) SPECIAL TAXES OR ASSESSMENTS FOR IMPROVEMENTS NOT YET COMPLETED: (G) ANY UNCONFIRMED SPECIAL TAX OR ASSESSMENT: (H) INSTALLMENTS NOT DUE AT THE DATE HEREOF FOR ANY SPECIAL TAX OR ASSESSMENT FOR IMPROVEMENTS HERETOFORE COMPLETED: (I) MORTGAGE OR TRUST DEED SPECIFIED BELOW, IF ANY: (J) GENERAL TAXES FOR THE YEAR 1988 /1989 AND SUBSEQUENT YEARS: (K) INSTALLMENTS DUE AFTER THE DATE OF CLOSING ASSESSMENTS ESTABLISHED PURSUANT TO THE DECLARATION OF CONDOMINIUM.

TAX ID# 17-10-200-068-1146

161 CHICAGO AVENUE EAST # 42H CHICAGO, ILLINOIS 60611

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