93659781

ASSIGNMENT OF RENTS AND LEASES

(LYMAN REALTY GROUP)

THIS ASSIGNMENT, made this 25th day of June 1993, is by and between Lyman Realty Group whose address is 1512 Sycamore Lane, (hereinafter called "Borrower"), and the First Northbrook, IL National Bank of LaGrange whose address is 620 W. Burlington Avenue, LaGrange, IL 60525 (hereinafter called the "Assignee").

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 Borrowet in, to and under any leases of the real estate at 1923 West Schiller Street, Chicago, IL whether now in existence or hereafter entered into, all guarantys, amendments, extensions and renewals of said legses and any of them, all of which are hereinafter called the "Lease", 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 security:

- The payment of the indebtedness (including any extensions λ. or renewal thereof) evidenced by a certain note ("Note") of Borrower of even date herewith in the principal sum of THREE HUNDRED FIFTY-THREE THOUSAND THREE HUNDRED NINETY-FIVE AND 39/100 (\$353,395.39) and secured by a certain mortgage ("Mortgage") of even date herewith encumbering the Premises; and
- The payment of all other sums with interest thereon B. becoming due and payable 1990 sesignes under the provisions of the FILLO FUR RECORD

1

93659781

13 AUG 19 PH 2: 20

Borrower to hereafter collectively called the "Assignor"

7445.336 6)

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 Leaser 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 Assignes of any notice received by Borrower claiming that a default has coourred 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 lesses 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.

9365978

UNOFFICIAL COPY

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 Premisso 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

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 services 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 160, and take possession of all or any part of the Premises together will 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 45 Assignee, including but not limited to the payment of taxes, special agreesments, 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.

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 socurity 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 propaid, 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,

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

LYMA	M REALTY PROUP (BORROWER)
By:	James W. Lyman, Partner
By:	Thomas J. Lyndn III, Taltner
By:	Mark M. Lyman, Partner

State of Illinois, Cook County SS:

I, M. M. M. A Notary Public in and for said County and State do hereby certify that James W. Lyman, Thomas J. Lyman III, and Mark M. Lyman personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this GW day of

My Commission expires:

Notary Public

"OFFICIAL SEAL"
PATRICIA JOHNSON
POURTY PUDIO, State of Italian a
My Commission Explina 1 2 doubt.

UNOFFICIAL COPY CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 007449336 KL STREET ADDRESS: 1923 W SCHILLER

COUNTY: COOK CITY: CHGO

TAX NUMBER: 17-06-215-015-0000

LEGAL DESCRIPTION:

LOT 6 IN BLOCK 12 IN D. S. LER'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWAST 1/4 1 MER.

OF COOK COUNTY CLERK'S OFFICE AND THE RAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 KAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

MAIL TO: PREPARED BY: FIRST NATIONAL BANK OF LAGRANGE 620 W. BURLINGTON LAGRANGE, IL 60525

Box 333