

BANK OF NORTHERN ILLINOIS

ASSIGNMENT OF RENTS

FIRST BANK OF OAK PARK, AS TRUSTEE, under Trust Agreement dated December 11, 1978 and known as Trust No. 11569, and TERENCE R. TYNAN (collectively called "undersigned"), in order to further secure the Liabilities (defined below), does hereby sell, assign and transfer unto BANK OF NORTHERN ILLINOIS ("Assignee"), located at 1301 Waukegan Road, Glenview, Illinois 60025, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises located in Cook County, State of Illinois, described on Exhibit A attached hereto and made a part hereof ("Premises"), or any part thereof, which may have been or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers granted pursuant to this Assignment of Rents. It is the intention of the parties to this Assignment of Rents to establish an absolute transfer and assignment of all those leases and agreements and all rights thereunder, to Assignee. The undersigned does hereby irrevocably appoint Assignee as the undersigned's true and lawful attorney in the undersigned's name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties, at such rental and upon such terms, as Assignee may determine in Assignee's discretion, and for Assignee to collect all of the rents, issues, profits and other rights arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancies existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions set forth in this Assignment of Rents.

The undersigned represents and agrees that no rents have been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of rents has not been and will not be waived, released, reduced or discounted or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees that the undersigned will not further assign any of the rents, issues or profits of the Premises except with the prior written consent of Assignee.

Nothing contained herein shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions of this Assignment of Rents. No liability shall be asserted or enforced against Assignee by virtue of Assignee's exercise of the powers granted to Assignee pursuant to this Assignment of Rents, and the undersigned hereby expressly waives and releases all such liability.

The undersigned further agrees to assign and transfer to Assignee all existing and future leases upon all or any part of the Premises and to execute and deliver, immediately upon the request of Assignee, all such further assurances and assignments as Assignee shall

COURT ORDER INVESTORS TRUST GUARANTEE, INC

Ann 4/11/16 (2/2) JPH

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from time to time require. The undersigned shall deliver a certified copy of any and all leases to Assignee. No lease may be entered into, executed, modified, amended, canceled or terminated without the express written consent of Assignee.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, notwithstanding any provision of this Assignment of Rents to the contrary, that Assignee shall not exercise any of the rights and powers conferred upon Assignee pursuant to this Assignment of Rents until and unless a default shall occur in the payment of the Liabilities or in the performance or observance of any of the representations, warranties, promises, terms, conditions or agreements of any instrument now or at any time securing the Liabilities. No provision of this Assignment of Rents shall be deemed to affect or impair any rights which Assignee may have under any other instrument which secures or is delivered in connection with the Liabilities.

In any case in which under the provisions of the mortgage dated as of this date made by the undersigned in favor of Assignee ("Mortgage"), Assignee has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods after a default under the Mortgage, if any, whether before or after institution of legal proceedings to foreclose the lien of the Mortgage, or before or after sale of the Premises as provided in the Mortgage, immediately upon demand of Assignee, the undersigned agrees to surrender to Assignee and Assignee shall be entitled to take actual possession of all or any part of the Premises personally, or by Assignee's agents or attorneys. Assignee in Assignee's sole discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned, or then owner of the Premises, relating to the Premises, and may exclude the undersigned, the undersigned's agents or servants, wholly from the Premises. Assignee may as attorney-in-fact or agent of the undersigned or in Assignee's own name and under the powers granted pursuant to this Assignment of Rents, hold, operate, manage and control the Premises and conduct the business of Assignor, if any, either personally or by Assignee's agents or attorneys, with full power to use such measures, legal or equitable, as in Assignee's discretion may be deemed proper or necessary to enforce the payment of the rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. The undersigned grants Assignee full power and authority to exercise each and every one of the rights, privileges and powers granted to the Assignee pursuant to this Assignment of Rents at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undersigned to cancel that lease or sublease, and to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien of the Mortgage. The undersigned hereby grants Assignee the full power and authority to make necessary or proper repairs, decorating, renewals, replacements, alterations, additions and improvements to the Premises that may seem judicious to Assignee, in Assignee's discretion. The undersigned hereby grants Assignee the full power and authority to insure and reinsure the Premises for all risks, incidental to Assignee's possession, operation and management of the Premises and to receive all such rents, issues and profits.

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Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises. The undersigned shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all actions, suits, claims, liability, loss or damage, including attorneys' and paralegals' fees and costs and expenses, which Assignee may or might incur under any such leases or agreements and under or by reason of this Assignment of Rents and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in those leases or agreements or in the defense of any claims or demands arising prior to Assignee taking possession of the Premises. The undersigned hereby agrees to immediately reimburse Assignee upon demand for any amount due Assignee by reason of this paragraph, including costs, expenses and attorneys' and paralegals' fees and costs incurred by Assignee.

Assignee, in the exercise of the rights and powers conferred upon Assignee by this Assignment of Rents, shall have full power to use and apply the rents, issues and profits of the Premises to the payment of or on account of the following items, in such order as Assignee may determine:

(a) Operating expenses of the Premises, including but not limited to the cost of management and leasing of the Premises, reasonable compensation to Assignee and Assignee's management agent or agents, if applicable, lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, reserves for claims for damages, if any, premiums on insurance policies as authorized by this Assignment of Rents and all attorneys' fees, paralegals' fees and costs incurred in management and leasing of the Premises;

(b) Taxes and special assessments now due or which may hereafter become due on the Premises;

(c) All repairs, decorating, renewals, replacements, alterations, additions or improvements of the Premises, including the cost from time to time of installing or replacing refrigeration, gas or electric appliances on the Premises, and of placing the Premises in such condition as will, in the judgment of Assignee, make the Premises readily rentable; and

(d) Any Liabilities (first to interest and then to principal).

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of all or any part of the Premises to pay to Assignee immediately upon demand by Assignee all rents which the undersigned and such lessee or tenant agreed would be unpaid.

"Liabilities" means all obligations of the undersigned to Assignee for payment of any and all amounts due under the Mortgage, the Note dated as of this date executed by the undersigned, made payable to Assignee in the principal amount of \$325,000.00 and secured by the Mortgage ("Note") and of any indebtedness, or contractual duty of every kind and nature of the undersigned or any guarantor of the Note to Assignee, howsoever created,

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arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan, as collateral, or otherwise, including all extensions, renewals, modifications and amendments of or to any of the foregoing. Liabilities also includes all costs of collection, legal expenses and attorneys' and paralegals' fees and costs incurred or paid by Assignee in attempting the collection or enforcement of the Note, any guaranty of the Note, or any other indebtedness of the undersigned or any guarantor of the Note to Assignee or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the Note. Liabilities includes all of the indebtedness or contractual duties of partnerships to Assignee created or arising while the undersigned or any guarantor of the Note may have been or may be a member of those partnerships.

It is understood and agreed that the provisions set forth in this Assignment of Rents shall be deemed as a special remedy given to Assignee. These provisions are not exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted in the Mortgage.

Whenever the word "undersigned" is used in this Assignment of Rents, it is hereby understood that the word includes and shall be binding upon the respective heirs, estates, legal representatives, successors and assigns of the undersigned, and any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities granted and assigned to Assignee pursuant to this Assignment of Rents shall also inure to Assignee's successors and assigns, including all holders, from time to time, of the Note. Each undersigned shall be jointly and severally liable hereunder.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this Assignment of Rents. This Assignment of Rents shall continue in full force and effect until the full payment and satisfaction of any and all of the Liabilities and until all costs incurred by virtue of the authority contained in this Assignment of Rents have been fully paid out of the rents, issues and profits of the Premises, or by the undersigned, unless this Assignment of Rents is voluntarily released by Assignee. This Assignment of Rents shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the Liabilities are fully paid and satisfied before the expiration of any applicable period of redemption.

In the event this Assignment of Rents is executed by a corporate land trustee, then this Assignment of Rents is executed by the undersigned trustee, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee, and insofar as said trustee is concerned, is payable only out of the trust estate which in part is securing the payment of the Liabilities and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment of the Liabilities; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Assignment of Rents or the making, issue or transfer thereof, all such personal liability of said trustee, if any, being expressly waived in any manner.

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This Assignment of Rents has been made, executed and delivered to Assignee in Glenview, Illinois and shall be construed in accordance with the internal laws of the State of Illinois, excluding conflicts of law rules. Wherever possible, each provision of this Assignment of Rents shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment of Rents are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment of Rents.

Assignee reserves the right to waive or refrain from waiving any right or remedy under this Assignment of Rents. No delay or omission on the part of Assignee in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Assignment of Rents or any other instrument, document, agreement or other writing relating hereto. A waiver on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion. No waiver shall be deemed to have been made, unless such waiver is in writing specifying the specific waiver and signed by an authorized officer of Assignee.

This Assignment of Rents and any documents executed and delivered to Assignee pursuant hereto constitute the entire agreement between the parties and may be amended only by a writing signed by an authorized individual on behalf of each party.

93-90015

The undersigned Trustee executes this instrument not in its personal or individual capacity but solely as Trustee, pursuant to the terms of that certain Trust Agreement dated December 11, 1978 and bearing Trust No. 11569 and does not obligate itself hereunder, anything herein contained to the contrary notwithstanding, to the performance of any of the terms, conditions and representations made and contained in the within instrument, it being specifically understood by any and all parties dealing with this instrument that it has affixed its signature hereto as such Trustee by direction in behalf of the beneficiary or beneficiaries under the said trust without any intention of binding the said Trustee in its individual capacity.

FIRST BANK OF OAK PARK, not personally but solely as Trustee under that certain Trust Agreement dated December 11, 1978 and bearing Trust No. 11569

By
Fredric W. Meek

[Signature]
Vice-President / Trust Officer

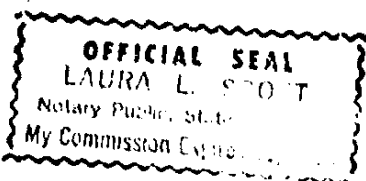
ATTEN:
[Signature]
Assistant Secretary Mike Kosteczko

DEPT-01 RECORDING 35.50
T#1111 TRAN 213 11/03/93 15:05:00
#4806 # - 890043
COOK COUNTY RECORDER

State of Illinois)
) SS
County of Cook)

I, Laura L. Scott a Notary Public, in and for said County, in the State of Illinois, do hereby certify that Fredric W. Meek Vice-President of the FIRST BANK OF OAK PARK and Mike Kosteczko Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid; for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of Oct, A.D. 1993



[Signature]
Laura L. Scott
Notary Public

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527 Rio Vista
Glenview, IL 60025

TERRENCE R. TYNAN


Attest: _____
Its: _____

By: _____
Its: _____

FIRST BANK OF OAK PARK, AS
TRUSTEE AND NOT PERSONALLY,
under Trust Agreement dated
December 11, 1975 and known as Trust
No. 1159

11 Madison Street
Oak Park, IL 60302

Address:

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Rents to
be signed as of the 15th day of October, 1993.

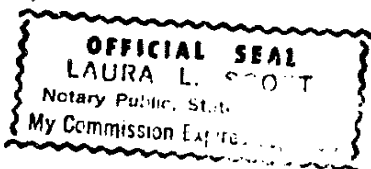
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before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid; for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and notarial seal this 19th day of Oct A.D. 1993



Laura L. Scott
Notary Public

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STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ of FIRST BANK OF OAK PARK, AS TRUSTEE, an Illinois banking corporation, and _____ of the corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the instrument as their own free and voluntary acts, and as the free and voluntary act of the corporation as Trustee, for the uses and purposes therein set forth; and the _____ did also then and there acknowledge that he, as custodian of the corporate seal of the corporation, affixed the corporate seal of the corporation to the instrument as his/her own free and voluntary act, and as the free and voluntary act of the corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of October, 1993.

NOTARY PUBLIC

My Commission Expires: _____

Clerk of Cook County Clerk's Office

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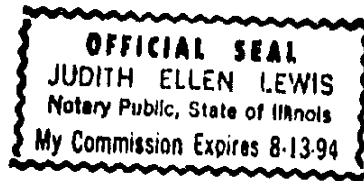
STATE OF ILLINOIS)
)
COUNTY OF COOK) ss.

I, JUDITH ELLEN LEWIS, a Notary Public in and for the County and State aforesaid, do hereby certify that **TERRENCE R. TYNAN**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of October, 1993.

Judith Ellen Lewis
NOTARY PUBLIC

My Commission Expires: 8-13-94



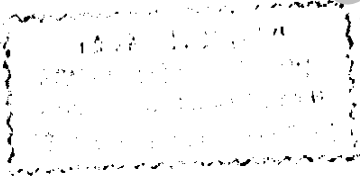
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This document is executed by FIRST BANK OF
LA SALLE, a member of First Bank National
Association, and the First Bank National
Association is a member of the Federal Reserve
System. The First Bank of La Salle is a
Trustee and not a party to this instrument.
Liability should be placed on the
against aforesaid Bank by reference to the
covenants, statements, representations or
warranties contained in this instrument.

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EXHIBIT A TO 7-93-0045
TO

ASSIGNMENT OF RENTS
DATED AS OF OCTOBER 15, 1993

LEGAL DESCRIPTION

Parcel 1: Lots 15 to 17 (except that part of said Lots lying South of a line 67 feet North of and parallel with the South line of said North East quarter of said Section 2) in Block 3 in Oliver Salinger and Company's 5th Kimball Boulevard Addition to North Edgewater, a subdivision of that part of the East half of the West half and of that part of the West half of the West half of the East half of the North East fractional quarter South of the Indian Boundary Line of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, lying South of a line drawn from a point 643.43 feet North of the South West corner of above described tract as measured on the West line thereof to a point 642.97 feet North of the South East line thereof in Cook County, Illinois. Also

Parcel 2: Lots 18 and 19 in Block 3 (except that part of said Lots 18 and 19 lying South of a line 67 feet North of and parallel with the South line of a North East quarter of Section 2) in Oliver Salinger and Company's 5th Kimball Boulevard Addition to North Edgewater, a subdivision of the East half of the West half and of that part of the West half of the West half of the East half of the North East fractional quarter South of Indian Boundary Line of Section 2, Township 40 North, Range 13, East of the Third Principal Meridian, lying South of a line drawn from a point 643.43 feet North of the South West corner of above described line as measured on the West line thereof to a point 642.97 feet North of the South East corner of said tract as measured on the East line thereof, all in Cook County, Illinois.

Commonly Known As: 3334-3344 West Peterson
Chicago, Illinois

PIN: 13-02-217-033 (Lot 19)
13-02-217-034 (Lot 18)
13-02-217-035 (Lot 17)
13-02-217-036 (Lot 16)
13-02-217-037 (Lot 15)



Document Prepared By:
Michele L. vonEbers
DeHaan & Richter, P.C.
55 W. Monroe St., Suite 1000
Chicago, IL 60603

After Recording, Mail To:
Ms. Kathy Durand
Bank of Northern Illinois
1301 Waukegan Road
Glenview, IL 60025

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