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This Assignment made this 12th day of March, 1993, by and between LASALLE NATIONAL TRUST, N.A., as Trustee under Trust Agreement dated November 25, 1986 and known as Trust Number 26-8147-00, (hereinafter referred to as "Borrower") and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, (hereinafter referred to as "Lender").

#### WITNESSETH:

WHEREAS, Borrower is justly indebted to Lender and in evidence of such debt, has executed and delivered to Lender a Note in the principal amount of Five Hundred Thousand (\$500,000) Dollars secured by a Mortgage of even date herewith covering real estate in Cook County, Illinois and related fixtures, equipment and personal property (hereinafter referred to as "Premises") described in Exhibit A" attached hereto and by this reference made a part hereof;

NOW, THEREFORE, in consideration of the loan referred to above, Borrower hereby grants, transfers and assigns unto Lender all the right, title and interest of Borrower in and to all of the easements, rents, issues, profits, revenues, royalties, rights and benefits (hereir collectively referred to as "Rents") of and from the Premises, and to that end, Borrower hereby transfers and assigns unto Lender 1'l leases of all or part of the Premises now existing or hereafter made, executed or delivered, whether oral or written, together with any and all renewals, extensions and modifications thereof and any guarantees of the obligations under any thereof of lessee ("Lecree") (all of said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as the "Leases") for the purpose of securing the payment of the Note, the Mortgage or this Assignment, however and whenever incurred, whether direct or indirect, absolute or contingent, due or to become due, including any and all extensions, modifications or renewals of the Note, the Mortgage or this Assignment or any debt or liability arising thereunder (herein collectively referred to as the "Debts").

This Assignment shall be in full force and effect until the Debts shall have been fully paid and satisfied.

Borrower hereby authorizes and empowers Lender to collect any and all Rents as they become due and to take such measures, legal or equitable, as may be necessary to enforce collection, and hereby directs each and all of the Lessees of the Premises, or any part thereof, to pay any such Rents as may now be due or shall hereafter become due to Lender upon demand by Lender. It is inderstood and agreed, however, that no such demand shall be made unless and until there is an event of default under the Note and Mortgage, after the notice therein required. Lessees shall pay the Rents to Lender upon such demand without further inquiry, and payment to Lender

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shall be a full defense by any such Lessee to any claim for said Rents by Borrower, regardless of any defense or counterclaim Borrower might have against Lender. Until such demand is made, Borrower is authorized to collect the Rents; provided, however, Borrower shall not collect any Rents more than one month in advance without the written consent of Lender, except for customary deposits as security for the performance of the Lessees thereunder (herein the advanced payment of the final month's Rent under a lease if the same be intended as, or in lieu of, a security deposit shall be considered a security deposit).

This Assignment shall inure to the benefit of Lender as holder of the Note, and to Lender's assigns and successors in interest.

This Assignment of Rents and Leases is executed by LASALLE NATIONAL TRUST, N.A., as Trustee. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from This Assignment of Rents and Leases is said trust property. executed by LASALLE NATIONAL TRUST, N.A., as Trustee, solely in the exercise of the authority conformed upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LASALLE NATIONAL TRUST, N.A., as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenants herein contained.

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IN WITNESS WHEREOF, LASALLE NATIONAL TRUST, N.A., as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LASALLE NATIONAL TRUST, N.A., as Trustee under Trust Agreement dated November 25, 1986 and known as Trust Number 26-8147-00

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Attest:

Assistant Segretary

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# UNOFFICIAL COPY ...

STATE OF ILLINOIS )
) SS
COUNTY OF C 0 0 K )

KATHLEEN E. BYE a Notary Public in and for said Rusemary Colline Assistantvice County, DO HEREBY CERTIFY THAT AndietantVice President of LASALLE NATIONAL TRUST, N.A., and NANCY A STACK Assistant Secretary of said Company, who are personally known to me to be the same person(s) whose name(s) 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee aforesaid, for the uses and purposes therein set forth; and as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 12th day of March / 1993.

Notary Public

My Commission Expires: 10-2:1-95

This Instrument was Prepared by:

Edwin Josephson, Esq. Chuhak & Tecson, P.C. 225 West Washington Street Suite 1300 Chicago, Illinois 60606 (312) 368-4666 or (312) 444-9300 "OFFICIAL SEAL"
Kathicen E. Byc
Notary Public, State of Illinois
M Commission Expires Oct. 23, 1995

1614'S OFFICE

### Please Mail All Recorded Documents To:

LaSalle Northwest National Bank 4747 West Irving Park Road Chicago, Illinois 60641

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### EXHIBIT "A"

### LEGAL DESCRIPTION

Lots 14 and 15 in Greenhoff's Resubdivision of the Berwyn-Western Subdivision, being a Subdivision of part of the South East 1/4 of the South East 1/4 of the Northeast 1/4 of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Said premises are more commonly known as: 5214-20 North Western Avenue, Chicago, Illinois 60625.

volume

Of County Clerks

Office P.I.N. 13-12-233-032 (affects Lot 15) and 13-12-234-008 (affects Lot 14), Volume 332

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