

Handwritten signature

NOW, THEREFORE, the undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to Lender, and in consideration of the sum of TEN DOLLARS (\$10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer unto Lender all leases of the Premises, or any part thereof, together with 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, of any letting of, or of any agreement for the use or occupancy of the Premises or any part

WHEREAS, Assignor (hereinafter sometimes called the "undersigned") is desirous of further securing the principal and interest under the Notes and the indebtedness hereby secured, as defined in the Mortgage.

WHEREAS, First Party has further executed and delivered its Mortgage (the "Mortgage") to secure the principal and interest under the Notes and certain other indebtedness described in said Mortgage, which Mortgage conveys the premises (the "Premises") described in Exhibit "A" hereto; and

WHEREAS, Beneficiary has made and delivered to Lender its Revolving Credit Promissory Note (the "Revolving Note") in the principal sum of \$100,000.00 and a Promissory Note in the principal sum of \$685,000.00 (the "Term Note") (the Term Note and the Revolving Note are hereinafter collectively referred to as the "Notes").

THIS ASSIGNMENT made as of March 19, 1993, by GLENVIEW STATE BANK, not individually but as Trustee under Trust Agreement dated October 15, 1971 and known as Trust No. 802 ("First Party") and Doebsch Bros. Co., an Illinois corporation ("Beneficiary") (hereinafter sometimes collectively referred to as "Assignor") to SUCCESS NATIONAL BANK, a national banking association ("Lender").

ASSIGNMENT OF TERMS AND RENTS

This document prepared by Michael A. Gramaroso, Esq., Lovenfeld, Eisenberg, Janger, Glassberg, Samotny and Halper 33 W. Monroe St., 21st Floor Chicago, Illinois 60603

93215470

DEPT-01 RECORDING 439.00
142222 RAN 7990 03/23/93 13:53:00
418534 * - 23 - 215470
COOK COUNTY RECORDER

93215470

Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur an Event of Default as defined in the Notes or Mortgage and nothing herein contained shall be deemed to affect or impair any rights

The undersigned further agree to execute and deliver immediately upon the request of the Lender, all such further assurances and assignments in the Premises as Lender shall from time to time reasonably require.

Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted by Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by the undersigned.

The undersigned represent and agree that no rent has 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 none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced or discounted or otherwise discharged or compromised by the undersigned. The undersigned waives any right of setoff against any person in possession of any portion of the Premises. The undersigned agrees not to make any other or further assignment of the rents or profits or leases prior to the release of this Assignment.

The undersigned hereby authorizes Lender (with or without taking possession of the Premises), to lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all of said avals, rents, issues and profits 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 tenancy existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same limitations, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

93215470

Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under any leases or rental agreements relating to the premises, and assignor shall and does hereby agree to indemnify and hold lender harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should lender incur any such liability, loss or damage, under said leases or under or by reason of the assignment

In any case in which, under the provisions of the mortgage, lender has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of lender, the undersigned agrees to surrender to lender and lender shall be entitled to take actual possession of the premises of any part thereof personally, or by its agents or attorneys, and lender in its 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 the then owner of the premises relating thereto, and may exclude the undersigned its agents or servants, wholly therefrom and may as attorney in fact or agent of the assignor, or in its own name under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the avals, rents, issues and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any time or hereafter, 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 the same, to effect to disaffirm any lease or sublease made prior to or subsequent to the mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to lender's possession, operation and management thereof and to receive all such avals, rents, issues and profits.

which lender may have under the notes and mortgage or any other instrument herein or therein mentioned.

93215470

UNOFFICIAL COPY

9 3 2 1 5 4 7 0

4

Whenever the word "undesignated" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns (including successors by consolidation) of

which remedies shall be enforceable concurrently or successively. and shall be cumulative with the remedies therein granted and granted in the mortgage, but shall be deemed an additional remedy Lender, and shall not be deemed exclusive of any of the remedies this assignment herein shall be deemed a special remedy given to It is understood and agreed that the provisions set forth in

Lender to pay the same. agreed upon in any tenancy to Lender upon receipt of demand from the whole or any part of the premises to pay all unpaid rental and instruct each and every present and future lessee or tenant of The undersigned further specifically and irrevocably authorize

from any foreclosure sale. as defined by the mortgage, or any deficiency which may result (d) To the payment of any indebtedness hereby secured,

judgment of Lender, make it readily rentable: the premises in such conditions as will, in the reasonable fixtures, furnishings and equipment therein, and of placing the cost from time to time of installing or replacing such improvements of the premises, including, without limitation, replacements, alterations, additions or betterments and (c) To the payment of all repairs, decorating, renewals,

now due or which may hereafter become due on the premises; (b) To the payment of taxes and special assessments;

any, and to pay premiums on insurance hereinabove authorized; entering into leases), to establish claims for damages, it compensation and expenses of seeking and procuring tenants and agents, and it shall also include lease commissions and other agent or agents, if management be delegated to an agent or (which shall include reasonable compensation to Lender and its Premises, including cost of management and leasing thereof (a) To the payment of the operating expenses of the

determine: Lender in the exercise of the rights and powers conferred upon it by this assignment shall have full power to use and apply the available, rents, issues and profits of the premises to the payment of or on account of the following, in such order as Lender may

immediately upon demand. signed agrees to reimburse Lender for the amount thereof, including direct costs, direct expenses and reasonable attorney's fees, thereof, or in the defense of any claims or demands, the under-

93215470

UNOFFICIAL COPY

7 3 2 1 5 4 7 0

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 herein granted and assigned to Lender shall also inure to its successors and assigns, including all holders, from time to time, of the Notes.

It is expressly understood that no judgment or decree 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 instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all Indebtedness Hereby Secured in whatever form the said Indebtedness Hereby Secured may be until the Indebtedness Hereby Secured shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by the undersigned, or until such time as this instrument may be voluntarily released. This instrument 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 indebtedness is fully satisfied before the expiration of any period of redemption.

This Assignment of Leases and Rents is executed by Glenview State Bank, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against First Party or in funds at any time subject to such Trust Agreement because of or in respect to First Party's execution of this Assignment of Leases and Rents, all such liability, if any, being expressly waived by Lender and each assignee of Lender but nothing herein contained shall modify or discharge the personal liability of the Beneficiary and Lender and each assignee of Lender accept this Assignment of Leases and Rents upon the express condition that no duty shall rest upon the First Party to sequester the rents, issues and profits arising from the property described herein.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first above written.

GLENVIEW STATE BANK, not
individually but as Trustee
or aforesaid

By: Suzanne Ellis

Its: ASSISTANT TRUST OFFICER

ATTEST: Alice Hansen

Its: TRUST OFFICER

UNOFFICIAL COPY

9 3 1 5 1 7 0

DOETSCH BROS. CO.

By: *[Signature]*

Its: *[Signature]*

ATTEST: *Margaret H. Doetsch*

Its: *Secretary*

Property of Cook County Clerk's Office

93215470

UNOFFICIAL COPY

93215470

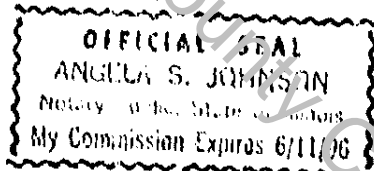
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public, in and for said County in the State aforesaid, do hereby certify that SUZANNE ELLIN and GLICE HANSEN of Glenview State Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT and 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 acts and as the free and voluntary act of said Bank, as Land Trustee, for the uses and purposes therein set forth; and the said Trust Officer also then and therein acknowledged that she 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 Land Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17th day of MARCH, 1993.

Angela S. Johnson
Notary Public

6-11-96
Commission Expires



Clerk's Office

93215470

UNOFFICIAL COPY

9 3 2 1 5 1 7 0

STATE OF ILLINOIS)
COUNTY OF LAKE) SS.

I, ROBERT J. MASINI, a Notary Public, in and for said County in the State aforesaid, do hereby certify that ROBERT DOETSCH and MARGARET DOETSCH personally known to me to be the PRESIDENT and SECRETARY of Doetsch Bros. Co., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and SECRETARY, 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 Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of MARCH, 1993.

"OFFICIAL SEAL"
ROBERT J. MASINI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/06/93

Commission Expires

Robert J. Masini
Notary Public

PROPERTY OF COOK COUNTY CLERK'S OFFICE

33215470

UNOFFICIAL COPY

93215470

EXHIBIT "A"
(legal description)

Property of Cook County Clerk's Office

93215470

UNOFFICIAL COPY

93215470

EXHIBIT A

PARCEL 1: THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE EAST 989.57 FEET AS MEASURED ALONG THE SOUTH LINE); (EXCEPT THAT PART CONVEYED TO THE CITY OF PROSPECT HEIGHTS FOR ROAD BY DEED RECORDED ON OCTOBER 8, 1987 AS DOCUMENT 87547388) IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 334 FEET OF THE NORTH HALF OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24 (EXCEPT THAT PART LYING NORTH OF THE SOUTH LINE OF PALATINE ROAD); ALL IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART CONVEYED TO CITY OF PROSPECT HEIGHTS FOR ROAD BY DEED RECORDED ON OCTOBER 8, 1987 AS DOCUMENT 87547388) ALL IN COOK COUNTY, ILLINOIS.

P I N. 03-24-101-009

03-24-101-013

03-24-101-012

Property Address: 35 E. Palatine Rd.
Prospect Heights, Ill.

93215470