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## ABBICHMENT OF BENTS AND LEASES 93224096

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THIS ASSIGNMENT, Made the 25 day of February, 1993, between RIVENDALE BANK, not personally, but as Trustee under the provisions of a Trust Agreement dated May 21, 1987 and known as Trust No. 281, as Trustee under the provisions of a Deed on Deeds in Trust duly recorded and delivered to said Bank (hereinsfter called the "Assignor"), and MATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH (hereinsfter called the "Assignee").

THAT WHEREAS, Assignor is justly indebted to Assignee for money borrowed in the aggregate principal sum of SIXTY ANNI-THOUSAND and 00/100 (\$65,000.00) SOLLARS, or such sum as may be outstanding from time time pursuant to that certain Note of even date herewith (herein called the "Note") which Note is secured by a certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called "the Mortgage" and the terms of which Note and which Mortgage are hereby incorporated herein by reference) upon certain property (herein called "said properties") in the County of Cook and State of Illinois, to-wit:

Lot 65 to Molandi Menor Subdivision of part of the West 1/2 of the Northwest 1/4 (except that part the foreign to M.W.G.T.R.R. Company) ALSO part of the Builboant 1/4 (except that part thereof commyed to M.W.C.T.R.R. Company) in Fractional Section 5, Township 35 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois according to the Plat thereof region and in the Office of the Registrariof Titles of Cook County, Illinois

PROPERTY COMMONLY MARIN AS: 18915 Sharon Court Laneing, 6 Stiffnels: 60438 44 9 74 20 75 75 75 75 75 75 75

: P.Y.M. No. 33-05-109-048

MON THEREFORE, to secure on payment of (a) all sums becoming dustunder said Note according to the tenor and effect of said Note (b) all other mounts becoming dus from Assignor to Assignee under the Mortgage (said sums and other amounts being herein citiestively called the "Indebtedness") and (c) the faithful performance by Assignor of all the Coverants, Conductor, Stipulations and Agreements in any of this Assignment of Rents and Loans, in the Mortgage, or other instructor given in connection with the borrowing of the Indebtedness and referred to in said Note on the Mortgage, and 110 in consideration of the sum of One (\$1.00) Dollar in hand paid, the receipt whereof which is hereby acknowledged; the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereinafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any lease, whether written or verbal, or any lease, whether written or verbal, or any lease, whether written or hereafter made or agreed to, it being the intention of the undersigned to horseby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails the out.

Without limitation of any of the legal rights of Assigned vs the absolute Assignee of the ronts, lasues, and profits of said property, and by way of enumeration only, Accignor hereby irrevocably covenants and agrees that in the event of any default by Assignor under the said Note or un er the Mortgage above described, whether before on after the Note is declared to be immediately due, or whether before on after the institution of any legal proceedings to foreclose the lien of the Montgage, or before or enter any sale therein, forthwith upon demand of Assignee, Assigner will surrender to Assignee and Assignee shall we detitled to take actual possession of the said property or of any part thereof, personelly or by its signts or according, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the Holder or Holders of the Note or the Mortgage, entire upon, take and maintain possession of all or any part of said property together with all documents, books, records, papers, and accounts of Aceignor relating thereto, and may exclude Assignor and Assignor's agents or serverts Holly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, recontrol the said property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said property from time to time either by purchase, repair; for construction make all never errory or proper repairs, remember, replacements, useful alterations; additions; betterments, and improvements to the said property as to Assignee may seem judicious and may insure and refrequence the same, and may lesse and property in such parcels and for such times and on such terms as to Assignee may seem fit, including lesses for terms expiring beyond maturity of the Indebtedness secured by the Moi tage, and may cancel any lease or sublease for any cause or on any ground which would entitle 'Assignor' to cancel the same and may manage and operate the said property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints (Assignor, in the name, place and stead of Assignor, itemediand receive all earnings, revenues, rents, in the immer processed of marginary to bottom and income of said property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance; repulse, renewals; replacements, alterations, additions, betterments, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said property or any part thereof, finituding the just and reasonable compensation for the services of Assignee for services rendered in donnection with the operation, management and control of the anid property and the conduct of the business thereofy and nucli further sum as may be sufficient to indemnify Assignee against any tiability, less or demage on account dif any matter, or thing done in good faith in pursuance of the nights and powers of Assignee hersunder, to apply any and all moneys arising as eforesaid:

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- 1. To the payment of the interest from time to time accrued and unpaid on the said note;
- To the payment of the principal of the said Note from time to time remaining outstanding and unpaid:
- 3. To the payment of any and all other charges secured by or created under the said Mortgage; and
- To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in 1), 2), and 3) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default in the payment of the Indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues, and profits from said property and to retain, use and enjoy the same.

Without Limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all o portions of the following properties for the terms shown:

Concerning each lease hereinabove described, in the event that Assignor is in default under this Assignment, the Mortgage or the Note, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the fas gree first obtained, Assignor will not:

- 1. Cancel or terminate such lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof; or accept a surrender of much lease;
  - 2. Reduce the rent provided for in such lease; modify such lease in any way, either orally or in writing; or grant any concession in connection with such lease, either orally or in writing;
  - 3. Consent to any Assignment of the interest of the tenant in the lease, or to any sub-letting thereof;
- 4. Accept any rent payable under the Last in advance of the time when the same is payable under the terms thereof; and any of the space acts, if done, without the written consent of the Assignee, shall be null and void.

Any default on the part of the Assignor hereunder shall constitute a default of Assignor under the Mortgage.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties nervo and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of the Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right power and authority to enforce this Assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder at any time or times that shall be deemed fit.

In accepting this Assignment the Assignee herein does not assume nor shall it be under eny obligation whatever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which amy be entered into concerning the said property.

If Assignor shall pay all the Indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

This Assignment shall be governed and controlled by the laws of the State of Illinois.

This Assignment is executed by The Land Trustee, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute said instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Assignor or on said Trust personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every now person or hereafter claiming any right or security hereunder, and that so far as the Assignor and its successors and said Trustee personally are

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concerned, the legal holder personally are concerned, the legal holder or holders of said Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal (fability of the guaranter, if any.

IN WITNESS WHEREOF, RIVERDALE BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant-Trust Officer the day and year first above written.

Notwithstanding any terms or provisions of this paragraph, the Riverdale Bank, as Trustee, Trust No. 20 assumes no personal liability of any kind or nature, but executes this instrument solviv as Trustee covering trust property above referred to.

RIVERDALE BANK, as Trustee, under its under its Trust No. 28 (As to Percel 1)

ATTERT.

Alvun Julan ta: Assistant Socretary
Vice Pres.

HATCHE LAIN Trustillar

STATE OF ILLINOIS )

COUNTY OF COOK )

A Motary Public in and for said County, in the State aforesaid, 50 HEREBY CERTIFY that the land for light with the first withe

GIVEN under my hand an Notarial Seal this 27 day of February, 1993

PREPARED BY: Perry G. Callam Bishop, Callam & Wagner 550 Woodstock Street Crystal Lake, 11. 60014 3545.Aug

RECOMP and RETURN TO: Perry C. Callas Bishop, Callas & Wagner 550 Woodsfork Street Crystal Lake, 11, 60014

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School County Clark's Office