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ASSIGNMENT OF SMITTE AND LEASES

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THIS ASSISSEET, Node the / day of April, 1993 , between STANDARD BANK AND TRUST COMPANY, not personally, but as Trustee under the provisions of a Trust Agreement white January 29, 1993 and known as Trust No. 13697 and STANDARD BANK AND TRUST COMPANY, as Trustee under the previsions of a Trust Agreement dated January 14, 1988, and known as Trust No. 1329, as Trustee under the previsions of a Deed on Deeds in Trust duly recorded and delivered to said Sank (hereinefter called the "Assignor"), and MATIONAL BANK OF SECCE, S.A., CNICAGO BRANCH (hereinefter called the "Assignor"),

uj yakeaktu

THAT IMPERIAR, Assignor is justly indebted to Assignee for money borrowed in the aggregate principal sum of NIMETY THOUGAND and 60/100 (900,000,00) BOLLARS, or such sum as may be outstanding from time to time pursuant to that sertain Note of even date herewith (herein called the "Note") which Note is ascured by a certain Nortgage given by Assignor to Assignee under even date herewith (which Nortgage is herein called "the Nortgage") and the terms of which Note and which Nortgage are hereby incorporated herein by reference) upon sertain property (herein called "said properties") in the Geunty of Gook and State of Illinois, to-wit:

PARCEL 5: Lot 11 in Norte's Pigt Street and Needy Avenus Subdivisions No. 1., of part of the Northwest Granter of Section 3, Tourship 37 North, Range 13, East of the Third Principal Heridian, in Cook County, Illinois.

PROPERTY CONSIDERY WINES AGE 9029 S. Money Avenue, Oak Laum, Illinois. 40455

BRANDIN

P. L.M. No. 24-05-105-095

PARCEL 2s Late 1, 2, and 3 in Black 1 in DEmonst's Subdivision of the Northwest Quarter of the Southeast Quarter of Section 18, Foundalp 38 North, Range 14, East; of the Principal Meridian (except that part taken for didening of Ashland Avenue), in Cook County, illinois.

PROPERTY CONSIDERY ADDIES AR: 5900 C. Atheire Avenue, Chicago, 11/1/nois \$6639.

P.I.M. No. 20-18-4-7-024

MEM THERFORE, to secure the payment of (a) all sums becoming the under said Note according to the tenor and effect of said Note (b) all other amounts becoming one from Assigner to Assignee under the Mortgage (said sums and other amounts being herein collectively called the "Indebtedness") and (c) the faithful performance by Assigner of all the Covenants, Conditions, Stipulations and Agreements in any of this Assignment of Rents and Leases, in the Nortgage, or either instrument given in surjection with the borrowing of the Indebtedness and referred to in said Note on the Hortgage, and also in consideration of the sum of One (\$1.00) Dollar in hand (;) paid, the receipt whereof which is hereby acknowledged, the Assigner 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 it during or after the term of the Mortgage, under or by virtue of any (eas), whether written or verbal, or any squeezement for the use or occupancy of any part of earl property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby satablish to absolute transfer and assignment to Assignee of all such issues and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the svalls thereof.

Without limitation of any of the legal rights of Assignee as the absolute Aplignee of the rents, Issues, and profits of said property, and by way of enumeration only, Assignor hereby irrevocably coverents and agrees that in the event of any default by Assignor under the said Note or under the Nortgage (pove described, whether before or after the Note is dealared to be issediately due, or whether before or after the Note is dealared to be issediately due, or whether before or after the Nortgage, for here or after any said thereif, ferthwith upon demand of Assignee, Assignee whill surrender to Assignee and Assignee shall be entitled to take retruit possession of the said property or of any part thereof, personally or by its agents or attorneys, as for cindition broken, and in Assignee's discretion Assignee may, with or without force and with out process of trained without any action on the part of the Nolders or Nolders of the Nortgage, enter upon, take and maintain passession of sit or any part of said property together with all documents, books, records, papers, and accounts of Assignee's own name as Assignee under this Assignment hold, operate, manage, and control 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, or construction make all necessary or proper repairs, remails, replacements, useful alterations, additions, betterments, and improvements to the said property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said property in such parcels and for such times and on such terms as to Assignee may seem fit, including teases for terms until in such parcels and for such times and on such terms as to Assignee may seem fit, including teases for terms until payord maturity of the Indebtedness secured by the Mortgage, and may cancel any lease said property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and conduc



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the business interest, and of all maintenance, repairs, remains, replacements, elterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said property or any part thereof, including the just and reasonable compensation for the services of Assignes for services rendered in connection with the eperation, assessment and control of the said property and the conduct of the business thereof, and such further sums as may be sufficient to indomnify Assignee against any liability, loss or demage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hersurder, to apply any and all meneys arising as aforesaids

- To the payment of the interest from time to time accrued and unpeid on the said note;
- To the payment of the principal of the said Note from time to time remaining outstanding and unpoid;
- 3. To the payment of any and at I other charges secured by or created under the said Hertgage; and
- To the payment of the believe, if any, after the payment in full of the items hereinbefore referred to in 11, 21, and 3) to Assigner.

Assignor he way ratifies and earlines everything that Assignes may do under or by virgue of the foregoing.

Motifistanding on other provisions hereof, so long so there shall exist no default in the payment of the indebtedness or in the exformance of any obligation, coverant or agreement herein or in said derigage or violage indignation 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 sovers specifically may lesse or lesses demising all or portions of the fatturing properties for the terms shown:

Concerning each lease hereinsbur discribed, in the event that Assignor is in default under this Assignment, the Mortgage or the Note, Assignments and agrees to and with the Assignmenthal the unitten comment of the Assignment into obtain d, Assignment into

- Concel or terminate such loads for any reason whatsoever irrespective of how such right
 of concellation or termination is obtained, or permit the sancellation or termination thereof;
 or assept a surrender of such loads;
- 2. Reduce the rent previded for in such Least; modify such lease in any way, either araily or in writing; or grant any consession in any mostion with such issue, either orally or in writing;
- 3. Consent to any Assignment of the interest of the tenent in the lease, or to any sub-letting thereof:
- 4. Accept any rent payable under the lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if don't without the written compant of the Assisnee, shall be null and weid.

Any default on the part of the Assigner hersunder shall constitute a default of Assigner under the Mortsees.

This Assignment shall be construed as a coverant running with the land, shall be anstructed by Assignment and shall be binding upon and inure to the benefit of each of the portion hereto and their respective executors, administrators, legal representatives, successors and sesigns.

The fallure of Assignee or any of the Assignee's agents or attorneys, successors or assigns (Clasto 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 univer of any of the Assignee's rights under the terms hereof, but Assignee or Assignee's agents or atterneys, auccessors, 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 any obligation shatever to perform any of the covenants, undertakings or premises on the part of the Lessor to be performed under any lesse which any be entered into concerning the said preparty.

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

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

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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 itability 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 selved 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 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 liability of the guarantor, if any.

IN WITHERS WHEREOF, STANDARD BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused those presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affiliand and attented by its XMMXMMt-Trust Officer the day and year first shows written.

Strived and strated by its when prestrictions of the cash and hear titles shows success.	
STANDARD BANK AND TRUST COMPLYY, as	STANDARD BANK AND TRUST CO, as Trustee, under its
Trustee under its Trust No. (1529	under its Truet No. 13697 (As to Percei 1)
(As to Parcel 1)	
on Chatten Zierten	moderation degrand
ite Man Man Man Ave a Scanlan, AVP	k T.O. Ital Masylvon fewerland rolling
ATTENTE CONTON PLANTE	ATTERIT KENNER MELEN
itai notre de ames de Martin, Ir J. D.	James J. Martin, Jr. T.O.
STATE OF ILLINOIS	
COUNTY OF COOK 3	
	d for said County, in the State aforesaid, DO HERESY CERTIFY that Trust Officer of STANDARD BANK AND TRUST
	Trust Officer of STANDARD SANK AND TRUST cer of seld Bank, who are personally known to me to be the same

Vice President-Trust persons whose names are subscribed to the foregoing instrument as each <u>Ásst.</u> Officer, an assistant-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 act and as the free and voluntary act and as the free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purposes therein set forth; and that said management of the then and there acknowledged that said management. Trust Officer, as custodian of the corporate seal of said Bank, did affix the see! of said Bank to said instrument as said management. Trust Officer's our free and voluntary act and as the free and voluntary act of said Sank, as Fruetee as aforesaid, for the use and purposes

therein set forth.

SIVER under my hand an Noterial Seal this 16thbay of April, 1993

Hotary Public

"OFFICIAL SEAL" KATHY HAWES SISSAUY FUELL, STATE OF HERIOIS AY COMMISSION EXHIBES 1-02-94

RECORD and RETURN TO: Perry Q. Callas Bishop, Callas & Wagner

550 Woodstock Street

Crystal Lake, II. 60014

PREPARED BY I Perry 6. Calles Bishop, Callas & Magner 110 Voo latock Street Crystal Lake, 11. 60014 2631.Aug