# 93352022

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#### ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that RALPH GESUALDO, FRANK GESUALDO, and PARKWAY BANK & TRUST COMPANY, as Trustee under Trust Agreement dated October 1, 1988 and known as Trust No. 9036 in order to secure a loan to MAURO AUTO GROUP, INC. of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00), executed a mortgage of even date herewith, mortgaging to FIRST BANK SOUTHEAST, N.A., hereinafter referred to as the Mortgagee, the following described real estate:

Lots 10, 11 and 12 in the Resubdivision of Blocks 1 and 2 in White's Addition to Evanston, being a subdivision of part of Section 19, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property address: 1001-1011 Chicago Avenue, Evanaton, Illinois P.1.N.: 11-19-214-027, Volume: 058

WHEREAS, MAURO A)TO GROUP, INC. by its duly authorized agents, has executed a Note evidencing as indebtedness to FIRST BANK SOUTHEAST, N.A. in the principal sum of ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,750,000.00);

WHEREAS, said FIRST BANK SOUTHEAST, N.A. is the holder of said Mortgage and Note secured thereby:

WHEREAS, the above described property is the subject property of a certain Lease Agreement dated December 30, 1992 and reflecting RALPH GESUALDO and GREGORY GESUALDO as the Lessons:

WHEREAS, said Mortgagee is the holder of said mortgage and the Note secured thereby.

NOW THEREFORE, in order to further secure said indebtedness, and as part of the consideration of said transaction, the undersigned hereby assign, transfer and set over unto the Mortgagee, and/or its successors and assigns, all the rests now due or which may hereafter become due under or by virtue of may lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee, and especially those certain leases and agreements now existing upon the property bereinabove described.

The undersigned do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and re-let said,



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premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is further understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness of MAURO AUTO GROUP, INC. to the Mortgagee, due or to become due, or that may hereafter he contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commission to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, and shall be construed as a covenant running with the land, and shall continue in full force and effect until all of the indebtedness or clability of MAURO AUTO GROUP, INC. to the said Mortgagee shall have been fully paid, at which time this assignment shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default under the terms of the Note or the Mortgage.

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be desped a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this Assessmented, sealed and deliver	ignment of Rents and Leases is ded this day of
(SEAL)	RALPH GESUALDO
COUNTY OF KINESIA )	

I, the undersigned, a Notary Public in and for said County, in the State aforemaid, DO HEREBY CERTIFY that RALPH GESUALDO, personally known to me to be the name person(s) whose name(s) in/are subscribed to the foregoing Instrument, appeared before me this day is person, and acknowledged that (s) he/they signed, sealed

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and delivered the said Instrument as the uses and purposes therein set f	orth.
Ciguil 19 43	Seal this <u>29</u> day of
La NOTAR	V. P. B. V.
(SEAL)	Sellet Structer Structer
STATE OF MESCAPHICE ) COUNTY OF MARKET )	The Control of State of the Control
I, the undersigned, a Notary Puthe State aforcasid, DO HEREBY personally known to me to be the in/are subscribed to the foregoing this day in person, and acknowledged and delivered the said fratrument as the uses and purposes therein set f	blic in and for said County, in CERTIFY that FRANK GESUALDO name person(s) whose name(s) Instrument, appeared before me that (s)he/they signed, sealed is free and voluntary act, for
bighinis 14-23	soul thin 29 day of
(SEAL)	CREGORY CESUALDO

1, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that GREGORY GESUALDO personally known to me to be the same person(s) whose same(s) is/are subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that (s)he/they signed, sealed and delivered the said Instrument as a free and voluntary act, for the mees and jumposes therein set forth.

GIVEN under my hand and Notary Seal this 29 day of Cigical 19 43.

THIS ASSIGNMENT OF RENTS, is executed by Parkway Bank And Trust Company, not personally but at Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Parkway Bank And Trust Company personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Parkway Bank And Trust Company, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereundar or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by east Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, Parkway Bank And Trust Company, 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 Cashier, at the place and on the date first above written.

PARKWAY BANK AND TRUST COMPANY

as Trustee traspessed and not personally

BY:

Asst. Vice-President Trust Officer

ATTEST:

ATTEST:

ACCORDANY

ASST. Vice-President Trust Officer

STATE OF ILLINOIS )

A Notary Public in and for said County, in the State aforesaid. Do Hereby Certify, that

Diane Y. Peszynski

ABBt Vice Prendent Trust Officer

Of Parkway Bank and Trust Company.

Assistant Lamba of Parkway Bank And Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforemed, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affect 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 Thatse as aforesid, for the uses and purposes therein act forth.

CLORA WIRLGOS

NOTARY PUBLIC TIATE OF ILLINOIS

My Commission Expires 08/25/93

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.....A.D. 19......

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Notary Public

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dated October 1, 1988 and known dreamonth duriff rebate eather? he PARKWAY BANK AND TRUBTE COMPANY,

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NOTARY PUBLIC

PREPARED BY:

6464-996 (918) Rockford, Illinois 51101 401 West State Street, Suite 800 **ЛЕПТУ, ЗЪРВКМАЙ & ALTAMORE,** 

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Return To:

Prepared By:

Erankaville, WI 53126 10005 Northwestern Avenue Attn: Lisa Wiegert Pirst Bank Southeast, M.A.

6464-596(518)

Rockford, IL 61101

401 West State Street, Suite 800 VELLA, SPARKMAN & ALTAMORE, P.C.

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