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ASSIGNOR covenants with ASSIGNEE to observe and perform all the obligations imposed upon the Lessor under said Lease and not to do or permit to be done anything to impair the security thereof; not to consent to the assignment or subletting of the Lessee's interest in any Lease assigned hereunder, without the prior written consent of ASSIGNEE; not to collect any of the rent, income and profits arising or accruing under said Lease or from the premises described in said Mortgage in advance of the time when the same shall become due; not to execute any other Assignment of Lessor's interest in said Lease or Assignment of Rents arising or accruing from said Lease or from the premises described in said Mortgage; not to alter, modify or change the terms of said Lease or cancel or terminate the same or accept a surrender thereof without the prior written consent of ASSIGNEE; at ASSIGNEE'S request to assign and transfer to the ASSIGNEE and all subsequent Lessees upon all or any part of the premises described in said Lease or said Mortgage and to execute and deliver at the request of ASSIGNEE all such further assurances and assignments in the premises as ASSIGNEE shall from time to time require.

THIS ASSIGNMENT IS MADE on the following terms, covenants and conditions:

(1) So long as there shall exist no default by ASSIGNOR in the payment of principal sum, interest and indebtedness secured hereby and by said Note and Mortgage or in the performance of any obligation, covenant or agreement herein or in said Note and Mortgage or in said Lease contained on the part of the ASSIGNOR shall have the right to collect at the time of, but not prior to, the date provided for the payment thereof, all rents, income and profits arising under said Lease or from the premises described therein and to retain, use and enjoy the same.

(2) Upon or at any time after default in the payment of the principal sum, interest and indebtedness secured hereby and by said Note and Mortgage or in the performance of any obligation, covenant on the part of ASSIGNOR to be performed, ASSIGNEE without in any way waiving such default may at its option without notice and without regard to the adequacy of the security for the said principal sum, interest and indebtedness secured hereby and by said Note and Mortgage, either in person or by Agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the premises described in said Lease and/or Mortgage and have, hold, manage, lease and operate the same on such terms and for such period of time as ASSIGNEE may deem proper and either with or without taking possession of said premises in its own name, sue for or otherwise collect and receive all rents, income and profits of said premises, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs, or replacements thereto or hereof as may seem proper to ASSIGNEE and to apply such rents, income and profits to the payment of: (a) all expenses of managing the premises, including, without being limited thereto, the salaries, fees and wages of the Managing Agent and such other employees as ASSIGNEE may deem necessary or desirable and all expenses of operating and maintaining the premises, including without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens and premiums for all insurance which ASSIGNEE may deem necessary or desirable, and the cost of all alteration, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the premises; and (b) the principal sum, interest and indebtedness secured hereby and by said Note and Mortgage, together with all costs and attorneys' fees in such order of priority as to any of the items mentioned in this Paragraph numbered "2" as ASSIGNEE in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by ASSIGNEE of the option granted it in this Paragraph numbered "2" and the collection of the rents, income and profits and the application thereof as herein provided shall not be considered a waiver of any default by ASSIGNOR under said Note or Mortgage or under said Lease or this Assignment.

(3) ASSIGNEE shall not be liable for any loss sustained by the ASSIGNOR resulting from ASSIGNEE'S failure to let the premises after default or from any other act or omission of ASSIGNEE in managing the premises after default unless such loss is caused by the willful misconduct and bad faith of ASSIGNEE. Nor shall ASSIGNEE be obligated to perform or discharge nor does ASSIGNEE hereby undertake to perform or discharge any obligation, duty or liability under said Lease or under or by reason of this Assignment of this Assignment and ASSIGNOR shall, and does hereby agree, to indemnify ASSIGNEE for, and to hold ASSIGNEE harmless from, any and all liability, loss or damage which may or might be incurred under said Lease or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against ASSIGNEE by reasons of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Lease. Should ASSIGNEE incur any such liability under said Lease or under or by reason of this Assignment or in defense of any such claims or demands the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and ASSIGNOR shall reimburse ASSIGNEE therefor immediately upon demand and upon the failure of ASSIGNOR so to do ASSIGNEE may, at its option, declare all sums secured hereby and by said Note and Mortgage immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon ASSIGNEE, nor for the carrying out of any of the terms and conditions of said Lease; nor shall it operate to make ASSIGNEE responsible or liable for any waste committed on the property by the Tenants or any other Parties or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any Tenant, licensee, employee or stranger.

(4) Upon payment in full of the principal sum, interest and indebtedness secured hereby and by said Note and Mortgage this Assignment shall become and be void and of no effect but the affidavit, certificate, letter or statement of any Officer, Agent or Attorney of ASSIGNEE showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely

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ASSIGNMENT OF LEASES

THIS ASSIGNMENT made this 12th day of May, 1993, by and between, BEVERLY TRUST COMPANY, as Trustee under a Trust Agreement dated December 16, 1991, and known as Trust No. 8-9308, hereinafter referred to as "ASSIGNOR" to BEVERLY BANK, hereafter referred to as "ASSIGNEE",

WITNESSETH:

THE ASSIGNOR in consideration of other good and valuable consideration, receipt whereof is hereby acknowledged, hereby sells, transfers and assigns to ASSIGNEE the entire Lessor's Interest in and to a certain Lease described as follows:

<u>Tenant</u>	<u>Address</u>	<u>Amount</u>	<u>Expiration</u>
The Fix-It-Shop	7982 W. 167th Street Tinley Park, Illinois	\$ 864.17	7-31-93
Studio 1000	7984 W. 167th Street Tinley Park, Illinois	\$1,057.67	7-31-95
T.J.'s Fast Food	7986 W. 167th Street Tinley Park, Illinois	\$1,018.07	3-31-93
Kurber's Pharmacy	16651 S. 60th Avenue Tinley Park, Illinois	\$ 995.52	5-31-93
J & J Sports Cards	16653 S. 60th Avenue Tinley Park, Illinois	\$1,052.25	5-31-94
F. J. Kide	16655 S. 60th Avenue Tinley Park, Illinois	\$ 947.13	10-31-93
V.I.P. Coin Laundry	16657 S. 60th Avenue Tinley Park, Illinois	\$1,595.63	11-30-01
Pizzas By Marchelloni	16661 S. 60th Avenue Tinley Park, Illinois	\$1,039.48	5-31-93
White Ken Pantry	16663 S. 60th Avenue Tinley Park, Illinois	\$1,683.34	2-01-97

TOGETHER WITH ALL rents, income and profits arising from said Lease and renewals thereof and together with all rents, income and profits for the use and occupation of the premises described in said Lease or in the Mortgage hereinafter referred to and, at the option of ASSIGNEE, from all Leases upon said premises which may be executed in the future during the term of this assignment.

THIS ASSIGNMENT IS MADE FOR THE PURPOSE OF SECURING:

(A) The payment of a certain principal sum and interest thereon evidenced by a certain promissory note (it being agreed that the word "Note" as hereinafter used shall be construed to mean "Bond" if the context so requires), including any extensions or renewals thereof, in the original principal sum of ONE MILLION THREE HUNDRED TWELVE THOUSAND SEVEN HUNDRED FOURTEEN AND NO/100THS (\$1,312,714.00) MORTGAGES made by ASSIGNOR to BEVERLY BANK and dated the 12th day of May, 1993, secured by Mortgage on real property situated in the Village of Tinley Park, County of Cook, State of Illinois; such real property legally described as:

SEE ATTACHED RIDER "A"

(B) Payment of all other sums with interest thereon becoming due and payable to ASSIGNEE under the provisions of this Assignment or of said Note and Mortgage.

ASSIGNOR warrants that ASSIGNOR is the sole owner of the entire Lessor's interest in said Lease; that said Lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever save as herein set forth; that the Lessee named therein is not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said Lease has been assigned or anticipated; and that no rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the terms of said Lease.

PREPARED BY & MAIL TO:

WILLIAM M. SMITH & ASSOCIATES, #50013
9400 S. Cicero Avenue, Suite 304
Oak Lawn, IL 60453
(708)424-6400

MAIL TO

MP
\$ 29,50

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thereon. ASSIGNOR hereby authorizes and directs the Lessee named in said Lease or any other or future Lessee or occupant of the premises described therein or in said Mortgage upon receipt from the ASSIGNEE of written notice to the effect that ASSIGNEE is then the Holder of said Note and Mortgage and that a default exists thereunder or under the Assignment to pay over to the ASSIGNEE all rents, income and profits arising or accruing under said Lease or from the premises described therein or in said Mortgage and to continue so to do until otherwise notified by ASSIGNEE.

(5) ASSIGNEE may take or release other security for the payment of said principal sum, interest and indebtedness, may release any Party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

(6) The term "Lease" or "said Lease" as used herein means said Lease hereby assigned or, at the option of ASSIGNEE, any extension or renewal thereof and any Lease subsequently executed during the term of this Assignment covering the premises described in said Lease or said Mortgage or any part thereof.

(7) Nothing contained in this Assignment and no act done or omitted by ASSIGNEE pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by ASSIGNEE of its rights and remedies under said Note and Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by ASSIGNEE under the terms of said Note and Mortgage. The right of said ASSIGNEE to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by ASSIGNEE either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

(8) In case of any conflict between the terms of this Instrument and the terms of the Mortgage described above, the terms of the Mortgage shall prevail.

(9) Exculpations. This Assignment of Leases is executed by BEVERLY TRUST COMPANY, 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 BEVERLY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said BEVERLY TRUST COMPANY 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 personal liability, if any, being expressly waived by ASSIGNOR and by every person now or hereafter claiming any right or security hereunder, and that so far as BEVERLY TRUST COMPANY is 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 personal liability, if any, being expressly waived by ASSIGNEE and by every person now or hereafter claiming any right or security hereunder, and that so far as BEVERLY TRUST COMPANY is personally concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner and in said Note provided and/or to any other security given for the indebtedness evidenced by the Note.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of ASSIGNEE and any subsequent Holder of the said Note and Mortgage and shall be binding upon ASSIGNOR, his heirs, executors, administrators, successors and assigns and any subsequent owner of the mortgaged premises.

IN WITNESS WHEREOF, BEVERLY TRUST COMPANY, has caused these presents to be signed by its

_____, and its corporate seal to be hereunto affixed and attested by its _____, the day and year first above written.

BEVERLY TRUST COMPANY, as Trustee under Trust Agreement dated December 15, 1952, and known as Trust No. 8-9308,

BY: Patricia Rayburn

TRUST OFFICER

ITS: _____

ATTEST: Oliver Page

This instrument is in full compliance with the provisions of the Trust Agreement dated December 15, 1952, and known as Trust No. 8-9308, and the covenants of this document, either expressed, or implied.

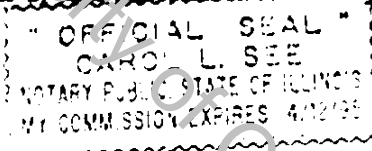
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STATE OF ILLINOIS)) ss.
COUNTY OF COOK)

I, THE UNDERSIGNED Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that PATRICIA RAIPHSOR, Trust Officer of SEVERLY TRUST COMPANY, and ALICE PAGE, Assistant Trust Officer of said Trust Company who are personally known to me to be same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and 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 of said Trust Company as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that _____, as custodian of the corporate seal of said Trust Company to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Trust Company as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Special Seal this 14th day of July, 1991.



Carol L. See
NOTARY PUBLIC

My commission expires: _____

Cook County Clerk's Office

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RIDER "A"

LEGAL DESCRIPTION

THE WEST 160 FEET OF LOT 32 IN PARKVIEW HOMES UNIT NUMBER 3, BEING A RESUBDIVISION OF PART OF LOTS 15, 16, 17, 18 AND 19 AND PART OF VACATED PRINCETON AVENUE, IN BREMER TOWNE ESTATES UNIT 6, PHASE 2, IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED JUNE 27, 1978 AS DOCUMENT 24507598, IN COOK COUNTY, ILLINOIS.

ALSO

EASEMENT FOR THE BENEFIT OF AND APPURTENANT TO PARCEL A-1, AS CREATED BY AGREEMENT BETWEEN RIVER OAK BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 9, 1980, AND KNOWN AS TRUST NUMBER 1567, AND JETCO PROPERTIES, INC., DATED JANUARY 12, 1981 AND RECORDED JANUARY 27, 1981 AS DOCUMENT 25751538, AND AMENDED BY FIRST AMENDMENT OF AGREEMENT DATED AUGUST 14, 1986 AND RECORDED AUGUST 18, 1986 AS DOCUMENT 86350872, MADE BY AND BETWEEN THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 2, 1981 AND KNOWN AS TRUST NUMBER 7193, AND BREMER BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1983 AND KNOWN AS TRUST NUMBER 88-22-73, FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THE EAST 146.16 FEET OF LOT 32 IN PARKVIEW HOMES UNIT NO. 3, BEING A RESUBDIVISION OF PART OF LOTS 15, 16, 17, 18 AND 19 AND PART OF VACATED PRINCETON AVENUE, IN BREMER TOWNE ESTATES UNIT 6, PHASE 2, IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AS RECORDED JUNE 27, 1978 AS DOCUMENT 24507598, IN COOK COUNTY, ILLINOIS.

P.I.N. #27-24-310-031

Commonly known as: 167th & 60th Avenue, Tinley Park, Illinois 60477

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▲ Cook County

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER
JESS WHITE
JUDGMENT OFFICE**

05/24/93	0014 MCH	15:49
	RECORDIN N	29.00
	MAIL 4	0.50
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