

94706241

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THIS CASE ASSIGNMENT is made this 29th day of July, 1994, by and between  
 John Brooks Davis and Elizabeth Mary Davis  
 and FIRST SECURITY BANK OF CHICAGO, an Illinois banking corporation ("Bank").

WHEREAS, Assignor(s) were the owner(s) of 185 shares of stock of 1120 Lake Shore Drive Building  
 (the "Corporation"); and

WHEREAS, Assignor(s) has/have entered into a Proprietary Lease dated April 30, 1946,  
 (the "Lease"), with the Corporation for Cooperative Apartment 10A, 1120 Lake Shore Drive,  
Chicago, Illinois (the "Apartment"); and

WHEREAS, Assignor(s) have/believe/believed to have in the principal sum of Fifty Thousand And No/100  
50,000.00 Dollars, evidenced by a Promissory Note  
 of even date herewith (the "Note"), made payable and delivered to Bank, in and by which the Assignor(s) promises to  
 pay the said ~~XXXXXX~~ interest from AUGUST 3, 1994, on the balance of  
 principal remaining from time to time unpaid at the initial rate of 8.25 % in installments as follows:

INITIALLY 60 ~~XXXXXX~~ interest payments of Three Hundred Sixteen And 45/100  
(316.45) Dollars or more on  
 the First day of each month beginning on September, 1994, and payments  
 continuing on the same day of each month thereafter until the Note is fully paid, except that the final payment of  
 principal and interest, if not sooner paid, shall be due on the First day of July, 1999.  
 The interest rate and monthly payment amounts will change in accordance with the Note. All such payments on  
 account of the indebtedness evidenced by the Note to be first applied to interest on the unpaid principal balance and the  
 remainder to principal, provided that the principal of each installment unless paid when due shall bear interest at the  
 rate of 5.0 % over the otherwise applicable interest rate on the Note and all of said principal and interest  
 being made payable at the office of Bank in Chicago, Illinois.

NOW, THEREFORE, Assignor(s) to secure (1) the payment of the said principal sum of money and said interest in  
 accordance with the terms, provisions and limitations of the Note and this Assignment, and (2) the performance of the  
 covenants and agreements herein contained and contained in the Note by the Assignor(s) to be performed, and also in  
 consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign,  
 transfer and set over unto the Bank, its successors and assigns, the following:

All of Assignor's rights, title and interest(s) in the leasehold estate created by that lease which demises for a term  
 beginning on April 30, 1946, and ending on January 3  
2024, the following described real estate:

Apartment Unit 10A in the Cooperative Apartment building known as 1120 Lake Shore Drive  
Building located at 1120 Lake Shore Drive in the City of  
Chicago, County of Cook, State of Illinois, 60611, legally described as:

DEPT-01-RECORDING  
 T#6666 TRAM 4204 08/09/94 16:55:00  
 #4467 # LC \*-94-706241  
 COOK COUNTY RECORDER

That part of Healy's Subdivision of Lot 1 and the North  $\frac{1}{2}$  of Lot 11, and part  
 of Lot 10 in the Assessor's Division of Block two (2) in the Subdivision by the  
 Trustees of the Illinois and Michigan Canal of the South Fractional quarter of  
 Section three (3), Township thirty-nine (39) North, Range fourteen (14) East  
 of the Third Principal Meridian described as follows: Commencing at the North  
 West corner of Lot thirty-two (32) in Healy's Subdivision aforesaid; thence  
 South along the West line of Lots thirty-two and thirty-three (33) in said  
 Subdivision sixty-five (65) feet; thence East parallel with the North line of  
 Lot thirty-two (32) aforesaid to the East line of Lot thirty-three (33)  
 aforesaid; thence North Westerly along the East line of Lots thirty-two (32)  
 and thirty-three (33) aforesaid to the North East corner of Lot thirty-two (32)  
 aforesaid and thence West to the point of beginning in Cook County, IL.

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2550  
D.P.

PERMANENT TAX NUMBER

17-03-201-063

Together with all instruments, documents, fixtures and appurtenances thereto belonging, and all rents, issues  
 and profits thereof for so long and during all such times as Assignor(s) may be entitled thereto (whether principally and on a parity with the Lease and not secondarily) and all of Assignor's rights, title and interest(s) in  
 apparatus, equipment or articles now or hereafter, therein or thereon used to supply heat, gas, air conditioning (whether  
 single units or centrally controlled), water, light, power, refrigeration, and ventilation, including, but not limited to,  
 screens, window shades, storm doors and windows, floor coverings, indoor beds, curtains, stoves and water heaters. All  
 of the foregoing are declared to be part of the Apartment whether physically attached thereto or not, and it is agreed  
 that all similar apparatus, equipment or articles hereafter placed in the Apartment by Assignor(s) or his/her/their  
 successors or assigns shall be considered as constituting part of the Apartment.

OK  
MK

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This Lease Assignment shall be operative in the event of a default of payment of principal and interest secured by this Lease Assignment or in the event of a breach of any of the covenants contained in this Lease Assignment or in the Note.

Assignor(s) further agrees(s) as follows:

1. Assignor(s) shall (a) promptly repair, restore or rebuild the Apartment or any improvements now or hereafter on the Apartment which may become damaged or be destroyed; (b) keep the Apartment in good condition and repair, without waste, and free from mechanics' or other liens or claims for lien not expressly subordinated to the lien hereof; (c) comply with all requirements of law or municipal ordinances with respect to the Apartment and the use thereof; (d) permit no material alterations in the Apartment except as required by law or municipal ordinance.

2. Assignor(s) shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Apartment when due, and shall, upon written request, furnish to Bank duplicate receipts therefor. To prevent default hereunder Assignor(s) shall pay in full, under protest, in the manner provided by statute, any tax or assessment which Assignor(s) may desire to contest.

3. Assignor(s) shall keep the Apartment insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in a compass satisfactory to Bank, under insurance policies payable, in case of loss or damage, to Bank, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Bank, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. Assignor(s) agrees(s) at all times to comply with the terms and covenants of the Lease and to pay all rent, assessments, and any and all other sums whenever due under the Lease. Any default of Assignor(s) under the Lease or under the Note shall constitute a default hereunder. To prevent default hereunder Assignor(s) shall pay in full, under protest, any amounts due under the Lease which Assignor(s) may desire to contest.

5. In the event of a default hereunder, Bank may, but need not, make any payment or perform any act hereinbefore required of Assignor(s) in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Apartment or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other monies advanced by Bank or the holders of the Note to protect the Apartment, plus reasonable compensation to Bank for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post-maturity rate set forth in the Note. Inaction of Bank shall never be considered as a waiver of any right accruing to it in account of any default hereunder on the part of Assignor(s).

6. Assignor(s) shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof.

7. Upon Default, at the sole option of Bank, the Note shall become immediately due and payable and Assignor(s) shall pay all expenses of Bank including attorneys' and paralegals' fees and expenses incurred in connection with this Assignment and all expenses incurred in the enforcement of Bank's rights in the Apartment and other costs incurred in connection with the disposition of the Apartment. The term "Default" when used in this Assignment, has the same meaning as defined in the Note and includes the failure of the Assignor(s) to completely cure any Cause for Default and to deliver to the Bank written notice of the complete cure of the Cause for Default within ten (10) days after the Bank mails written notice to the Assignor(s) that a Cause for Default has occurred and is existing. Default under the Note shall be Default under this Assignment. The term "Cause for Default" as used in this paragraph means any one or more of the events, conditions or acts defined as a "Cause for Default" in the Note, including but not limited to the failure of Assignor(s) to pay the Note in accordance with its terms.

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8. No action for the enforcement of this Lease Assignment or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action of law upon the Note.

9. Bank shall have the right to inspect the Apartment at all reasonable times and access thereto shall be permitted for that purpose.

10. Bank has no duty to examine the title, location, existence or condition of the Apartment, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or this Lease Assignment, nor shall Bank be obligated to record this Lease Assignment or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Bank and the Bank may require indemnities satisfactory to it before exercising any power herein given.

11. This Lease Assignment shall remain in full force and effect until the indebtedness secured hereby or due under the Note is fully paid. Bank shall release this Lease Assignment by proper instrument upon payment of all indebtedness secured hereby.

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W. No influence on the part of the assignee to waive or release any right or remedies under this Lease  
Agreement shall operate as a waiver thereof, nor shall it affect or impair any such right or remedy  
or exclude the exercise of any other or future right or remedy hereunder.

15. The term "Assignor(s)" shall include either or both of the persons executing this Lease Assignment and this Lease Assignment shall be binding upon the heirs, executors, administrators and legal representatives of the Assignor(s).

15. "Variable Rate Index" means the rate of interest, or the highest rate if more than one, published in The Wall Street Journal in the "Money Rates" column on the last business day of each month as the "Prime Rate" for the preceding business day. The effective date of any change in the Variable Rate Index will be the first day of the next billing cycle after the date of the change in the Variable Rate Index. The Variable Rate Index may fluctuate under the Note from month to month with or without notice by the Bank to the undersigned. Any change in the Variable Rate Index will be applicable to all the outstanding indebtedness under the Note whether from any past or future principal advances hereunder. In the event The Wall Street Journal discontinues the publication of the "Prime Rate" in the "Money Rates" column, the Bank will select a comparable interest rate index and will notify Assignor(s) of the index selected.

WITNESS the hand(s) and seal(s) of Assignor(s) the day and year first above written.

*John Brooks Davis*  
Assignor JOHN BROOKS DAVIS

*Elizabeth Mary Davis*  
Assignor ELIZABETH MARY DAVIS

STATE OF ILLINOIS, COOK County ss:

DEB PORTER, a Notary Public in and for said county and state do hereby certify that  
JOHN BROOKS DAVIS AND ELIZABETH MARY DAVIS, personally known to me to be the same persons, whose name(s) ARE subscribed to the foregoing instrument,  
appeared before me this day in person and acknowledged that The Y signed and delivered the said instrument  
as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of July, 19 94.

*Deb Porter*  
Notary Public

My commission expires: 7/22/95



PREPARED BY: Deb Porter

MAIL TO:  
FIRST SECURITY BANK OF CHICAGO  
196 EAST PEARSON  
CHICAGO, IL 60611



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