

94737097

PREPARED BY:  
JAMES B. CARROLL, ESQ.  
2400 West 95th Street, Suite 501  
Evergreen Park, Illinois 60642  
(708) 422-3766

MAIL TO:  
JOHN O'GARA, VICE PRESIDENT  
REPUBLIC BANK OF CHICAGO  
6501 S. PULASKI ROAD  
CHICAGO, IL 60629

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DEPT-11 \$25.50  
T#7777 TRAN 6714 08/19/94 12:46:00  
#9116 # DW # -94-737097  
COOK COUNTY RECORDER

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, REPUBLIC BANK OF CHICAGO, 6501 S. Pulaski Road, Chicago, Illinois 60629, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated July 22, 1994, and known as Trust Number 1327, ("Borrower" herein) in order to secure a Note payable to REPUBLIC BANK OF CHICAGO ("Lender" herein) in the principal sum of Six Hundred Fifty Thousand and 00/100ths (U.S.\$650,000.00) Dollars, did execute a Mortgage of same date herewith, mortgaging to Lender the real estate described on Exhibit "A" attached hereto and incorporated herein by reference ("Premises" herein); and

WHEREAS, Lender is the owner and holder of said Mortgage and the Note secured thereby.

NOW, THEREFORE, as additional consideration to Lender, Borrower hereby absolutely assigns, transfers and sets over unto Lender, its successors or assigns, all the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the Premises which may be made or agreed to by the Borrower or by the Lender under the power herein granted. It is Borrower's intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all rents, issues and profits thereunder unto the Lender and especially those certain leases and agreements now existing upon the Premises hereinabove described as set forth on Exhibit "B" attached hereto and incorporated herein by reference.

Lender will not exercise any rights granted to Lender by this Assignment until after default by Borrower in making any payment due Lender pursuant to the provisions of the Mortgage or the Note or until a default under any other provision of the Note or the Mortgage occurs. Upon any such default by Borrower, Lender may, in Lender's sole discretion;

A. let and re-let the Premises or any part thereof, according to Lender's discretion, and to bring or defend any suits in connection with the Premises in Lender's name, as Lender may consider expedient, and to make such repairs to the Premises as Lender may deem proper or advisable, and to do anything in and about the Premises that Borrower might do; and

B. collect, use and apply the rents, issues and profits derived from the Premises or any lease thereof toward the payment of any present or future indebtedness or liability of Borrower to Lender, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including, but not limited to, repairs, taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing the Premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary; and

C. collect from Borrower or its Beneficiaries rent for any part of the Premises occupied by Borrower or its Beneficiaries at the prevailing rate per month. A failure on the part of Borrower or its Beneficiaries to promptly pay said rent on the first day of

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each and every month shall, in and of itself, constitute a forcible entry and detainer and Lender may, in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of the part of the Premises occupied by Borrower or it's Beneficiaries.

This Assignment of Rents shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, shall be construed as a covenant running with the land, and shall continue in full force and effect until all of indebtedness or liability of the Borrower or it's beneficiaries to Lender shall have been fully paid, at which time this Assignment of Rents shall terminate.

The failure of the Lender to exercise any right which Lender might exercise hereunder shall not be deemed a waiver by Lender of Lender's right of exercise thereafter or prejudice Lender's rights hereunder.

This Assignment of Rents is executed by Borrower, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in the Note secured hereby shall be construed as creating any obligation of Borrower, as Trustee aforesaid, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained.

IN WITNESS WHEREOF, the Borrower, not personally, but as Trustee aforesaid, has caused this Assignment of Rents to be signed and attested and its corporate seal to be hereunder affixed by its duly authorized Officers this 3rd day of August, 1994.

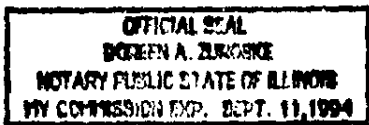
REPUBLIC BANK OF CHICAGO  
w/it/a dated July 22, 1994  
a/k/a Trust 1327

ATTEST *James G. Vondra* *John B. Moran*  
*Asst. Trust Officer* *V.P. & Trust Officer*

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK        )

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that *John P. O'Garra* and *Deborah J. Van Dyke*, personally known to me to be Officers of REPUBLIC BANK OF CHICAGO, an Illinois Banking Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation AS TRUSTEE, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3<sup>rd</sup> day of August, 1994.



*Doreen A. Zurgoske*  
NOTARY PUBLIC

My Commission Expires: *Sept 11, 1994*

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## EXHIBIT "A" TO ASSIGNMENT OF RENTS

### PARCEL 1:

THAT PART OF LOTS 3, 4, 10, 11, 12, 13 AND 19 LYING WEST OF A LINE DRAWN 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 10, HEREINAFTER DESCRIBED, ALL IN BLOCK 1 IN WILLIAM A. BOND AND COMPANY'S ARCHER HOME ADDITION, BEING A RESUBDIVISION OF BLOCKS 1 TO 16, INCLUSIVE, IN WILLIAM A. BOND'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

LOTS 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, LOT 27 AND THE NORTH 7 1/4 INCHES OF LOT 28, AND LOT 28 (EXCEPT THE NORTH 7 1/4 INCHES THEREOF), (EXCEPT THAT PART OF SAID LOTS LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 11) IN BLOCK 3 IN JAMES MURDOCK AND COMPANY'S ARCHER AVENUE ADDITION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### P.I.N.'s:

19-10-207-024; AFFECTS LOT 3 OF PARCEL 1  
19-10-207-025; AFFECTS LOT 4 OF PARCEL 1  
19-10-207-031; AFFECTS LOT 10 OF PARCEL 1  
19-10-207-032; AFFECTS LOT 11 OF PARCEL 1  
19-10-207-033; AFFECTS LOT 12 OF PARCEL 1  
19-10-207-034; AFFECTS LOT 13 OF PARCEL 1  
19-10-207-040; AFFECTS LOT 19 OF PARCEL 1  
19-11-100-011; AFFECTS LOT 11 OF PARCEL 2  
19-11-100-012; AFFECTS LOT 12 OF PARCEL 2  
19-11-100-013; AFFECTS LOT 13 OF PARCEL 2  
19-11-100-014; AFFECTS LOT 14 OF PARCEL 2  
19-11-100-018; AFFECTS LOT 18 OF PARCEL 2  
19-11-100-019; AFFECTS LOT 19 OF PARCEL 2  
19-11-100-020; AFFECTS LOT 20 OF PARCEL 2  
19-11-100-021; AFFECTS LOT 21 OF PARCEL 2  
19-11-100-022; AFFECTS LOT 22 OF PARCEL 2  
19-11-100-023; AFFECTS LOT 23 OF PARCEL 2  
19-11-100-024; AFFECTS LOT 24 OF PARCEL 2  
19-11-100-025; AFFECTS LOT 25 OF PARCEL 2  
19-11-100-026; AFFECTS LOT 26 OF PARCEL 2  
19-11-100-044; AFFECTS LOT 27 AND THE NORTH 7/14 INCHES OF LOT 28 OF PARCEL 2  
19-11-100-045; AFFECTS LOT 28 (EXCEPT THE NORTH 7/14 INCHES THEREOF) OF PARCEL 2

COMMONLY KNOWN AS: 4721, 4723, 4747 SOUTH PULASKI ROAD, CHICAGO, IL. 60632

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