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Assignment dated February 18, 1994 by NBD Bank Successor Trustee to NBD Trust Co. Of Ill. A/T/U/T/A dated 10-10-78 A/K/A Trust No. 1934 ("Mortgagor")
 whose address is 900 E. Kensington Road, Arlington Heights, IL 60004
 to NBD Bank ("Bank")
 a state banking corporation
(national state) (association/corporation)
 whose address is 211 S. Wheaton Avenue, Wheaton, IL 60187

Mortgagor has executed and delivered to Bank a Mortgage on the following described real property ("the Premises"):

Land located in the Village of Glenview
Cook County, Illinois:

94816897

See Attached Exhibit A

Property of Cook County Clerk's Office

• DEPT-01 RECORDING \$29.00
 • T#0000 TRAN 9385 09/19/94 12:06:00
 • 04914 + CJ # -94-816697
 • COOK COUNTY RECORDER

Commonly known as: 1245 Milwaukee Avenue, Glenview, IL 60025 94816897

Tax Parcel Identification No.: Various - See Attached Exhibit A

For the purpose of further securing the Mortgage and the underlying debt secured by the Mortgage ("the Debt"), Mortgagor assigns to the Bank all leases now in existence or executed at a later date, either oral or written, and all extensions, renewals and replacements of the lease, or holdovers under the leases, and all rents and security deposits derived from the Premises and the buildings and improvements on it. Copies of existing leases and lease amendments have been delivered to the Bank. Mortgagor will provide copies of any future leases and lease amendments to Bank.

The Bank shall have complete authority in case of default in the terms of the Mortgage or the Debt to demand and collect the rents, to take possession of the Premises without having a receiver appointed, to rent and manage the premises and to apply the net proceeds of the rent toward the Debt secured by the Mortgage until it is paid in full, or until title is obtained through foreclosure or otherwise. The Mortgagor consents to the appointment of a receiver if this is believed necessary by the Bank. Taking possession of the premises or collecting rent shall not constitute a cure or waiver of any existing default.

MORTGAGOR REPRESENTS AND COVENANTS AS FOLLOWS:

1. Mortgagor will fulfill and perform its obligations under all leases and give Bank prompt notice of any default in the performance of the terms and conditions of the leases by either Mortgagor or tenant, together with copies of notices sent or received by Mortgagor in connection with any lease.
2. Mortgagor shall not in any way amend, assign, cancel or terminate any lease, accept a surrender, nor accept any payment of rent more than one month in advance, without the prior written consent of the Bank, except that Mortgagor may increase lease rentals without the Bank's consent.
3. Mortgagor will appear and defend or prosecute any action growing out of any lease at the Mortgagor's cost and expense.
4. The Bank may but shall not be required to make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of the Mortgagor under any lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. Mortgagor will, immediately upon demand, reimburse the Bank for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Debt, all of which shall be added to the Debt.
5. Mortgagor has not previously assigned any of its rights under any lease; it has not accepted rent more than 30 days in advance of accrual; there is no present default by any tenant; all existing leases are in full force and effect and unmodified, except as shown; and to the best of its knowledge, no person or entity other than authorized tenants is in possession of the Premises.

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- 6. The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease and Mortgagor agrees to indemnify the Bank and hold it harmless from all liability or damage which it may incur under any lease and from all claims and demands which may be asserted against it by reason of any alleged obligation on its part to perform any terms of any lease. Should Bank incur any liability, damages or costs associated with its defense, all such amounts shall be secured by this Assignment and the Mortgage and Mortgagor shall immediately reimburse the Bank upon demand for all such amounts together with interest at the highest rate permitted by any instrument evidencing any of the Debt.
- 7. Mortgagor covenants not to execute any other assignment of the leases or lease rentals as security for any debt without the prior written consent of Bank.

Any notice which either party may give or is required to give under this Assignment, shall be made in writing and shall be effective when sent as registered mail, postage prepaid, addressed to the other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing.

If any provision of this Assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Assignment. No waiver by the Bank of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any other right or remedy of the Bank, nor affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Mortgagor, and all rights and remedies of the Bank are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Assignment shall be joint and several.

This Assignment shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

WAIVER OF JURY TRIAL: The Bank and the Mortgagor after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Assignment or any related instrument or agreement or any of the transactions contemplated by this Assignment or any course of conduct, dealing, statements, (whether oral or written) or actions of either of them. Neither the Bank nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Mortgagor except by a written instrument executed by both of them.

Executed by the Mortgagor on the date first written above.

MORTGAGOR:
 NBD Bank Successor Trustee to NBD Trust Co.
 of Ill. A/T/U/T/A dated 10-10-78 A/K/A #1934
 and not personally

By: _____
 Its: _____
 EXEMPTION PROVISION RESTRICTING
 ANY INTEREST IN THIS INSTRUMENT
 HERETOBY HEREBY EXPRESSLY MADE

ACKNOWLEDGEMENT PART HEREOF.

State of Illinois

County of _____

94526697

The foregoing instrument was acknowledged before me on _____ 19____
 by _____

Notary Public, _____ County, Ill.
 My Commission Expires: _____

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LEASES AND

RENTS ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED February 18, 1994 UNDER TRUST NO. 1934-AH

This ASSIGNMENT OF RENTS is executed by NBD BANK, Successor Trustee to NBD Trust Company, not personally but as Trustee under Trust No. 1934-AH. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said Trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues, or profits of or from said trust property. This instrument is executed by NBD BANK, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that NBD Bank, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenants herein contained.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

NBD BANK, Successor Trustee to NBD Trust Company of Illinois, as Trustee under Trust No. 1934-AH and not individually

By: Annette N. Brusca
Trust Officer

WITNESSED:
Patricia A. Dunleavy
Assistant Trust Officer

94816697

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

I, Joan Wilson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Annette N. Brusca Trust Officer of NBD Bank, and Patricia A. Dunleavy Asst. Trust Officer personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Asst. 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 corporation, for the uses and purposes herein set forth, and the said Asst. Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of April A.D., 19 94

Joan Wilson
Notary Public

"OFFICIAL SEAL"
JOAN WILSON, Notary Public
Cook County, State of Illinois
My Commission Expires 2/3/98

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EXHIBIT A

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LEGAL DESCRIPTION OF PREMISES

PARCEL 1:

Lot 1 in Stedronsky's Subdivision of Lot 4 in County Clerk's Division in Section 32, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Except that part thereof bounded and described as follows:

Commencing at the most Northerly corner of said Lot 1; thence Southwesterly along the Northwesterly line of said Lot 1, a distance of 165.71 feet to the point of beginning of land herein to be described, said point also being distant 73.49 feet Northeasterly of the most Northwesterly corner of said Lot 1; thence Southwesterly along the Northwesterly line of said Lot 1, a distance of 73.49 feet to the most Northwesterly corner of said Lot 1; thence Southeasterly along the Southwesterly line of said Lot 1, a distance of 251 feet; thence Northeasterly along a line at right angles to the last described course, a distance of 10.83 feet; thence Northwesterly along a straight line, a distance of 248.56 feet to the point of beginning, containing 10,442 Square feet or 0.2397 Acres of land.

Also excepting therefrom that part thereof described as follows:

Commencing at the most Northerly corner of said Lot 1; thence Southwesterly along the Northwesterly line of said Lot 1, a distance of 165.71 feet; thence Southeasterly along a line forming an angle of 96 degrees 23 minutes measured clockwise from the last described course, a distance of 126.76 feet to the building corner of a brick office building for the point of beginning of land herein to be described; thence Northeasterly along a line at right angles to the last described course, said line also being the main face of said office building, a distance of 9 feet to an angle point in said office building; thence Northwesterly along a line at right angles to the last described course, said line also being the main face of said office building, a distance of 13 feet; thence Southwesterly along a line at right angles to the last described course, a distance of 9 feet; thence Southeasterly along a line at right angles to the last described course, a distance of 13 feet to the point of beginning, containing 117 Square feet or 0.0027 Acres of land, all in Cook County, Illinois.

Commonly known as: 1245 Milwaukee Avenue
Glenview, Illinois

P.L.N. 04-32-101-031

94816697

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EXHIBIT A

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LEGAL DESCRIPTION OF PREMISES

PARCEL 2:

Lot 1 in Stedronsky's Milwaukee Avenue Subdivision, being a Subdivision of Lot 4 in County Clerk's Division in Section 32, Township 42 North, Range 12 East of the Third Principal Meridian.

Also

All that part of lot 1 in Stedronsky's Subdivision of lot 4 in County Clerk's Division in said Section 32, bounded and described as follows:

Commencing at the most Northerly corner of said Lot 1 in said Stedronsky's Subdivision; thence Southwesterly along the Northwesterly line of last said Lot 1, a distance of 165.71 feet to the point of beginning of land herein to be described, said point also being distant 73.49 feet Northeasterly of the most Northwesterly corner of last said Lot 1; thence Southwesterly along the Northwesterly line of last said Lot 1, a distance of 73.49 feet to the most Northwesterly corner of last said Lot 1; thence Southeasterly along the Southwesterly line of last said Lot 1, a distance of 251 feet; thence Northeasterly along a line at right angles to the last described course, a distance of 10.88 feet; thence Northwesterly along a straight line, a distance of 248.56 feet to the point of beginning, containing 10,442 Square feet or 0.2397 Acres of land.

Also

All that part of lot 1 in Stedronsky's Subdivision of lot 4 in County Clerk's Division in said Section 32, bounded and described as follows:

Commencing at the most Northerly corner of Lot 1 in said Stedronsky's Subdivision; thence Southwesterly along the Northwesterly line of said last Lot 1, a distance of 165.71 feet; thence Southeasterly along a line forming an angle of 96 degrees 23 minutes measured clockwise from the last described course, a distance of 126.76 feet to the building corner of a brick office building for the point of beginning of land herein to be described; thence Northeasterly along a line at right angles to the last described course, said line also being the main face of said office building, a distance of 9 feet to an angle point in said office building; thence Northwesterly along a line at right angles to the last described course, said line also being the main face of said office building, a distance of 13 feet; thence Southwesterly along a line at right angles to the last described course, a distance of 9 feet; thence Southeasterly along a line at right angles to the last described course, a distance of 13 feet to the point of beginning, containing 117 Square feet or 0.0027 Acres of land, all in Cook County, Illinois.

Commonly known as: 1245 Milwaukee Avenue
Glenview, Illinois

P.I.N. 04-32-101-027
04-32-101-028
04-32-101-029
04-32-101-030
04-32-101-026

94816697

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EXHIBIT A
(page 2 of 3)

PARCEL 3:

Easement for the benefit of Parcel 1 as created by Easement Agreement from North Suburban Bloom Center, Inc., a Not-For-Profit-Corporation to Motivation Enterprises, a General Partnership, recorded July 10, 1979 as Document 25042693 for ingress and egress over the following described land: A strip of land, being part of Lot 4 in County Clerk's Division of Section 32, Township 42 North, Range 12 East of the Third Principal Meridian, said strip of land bounded and described as follows: commencing at a point in the center line of Milwaukee Avenue, which is 534.05 feet Southeastly along said center line from the intersection of said center line with the North line of said Lot 4 and running thence Northeastwardly along a straight line which forms an angle of 98 degrees 02 minutes 00 seconds with said center line, a distance of 50.0 feet to the Northeastly line of said Milwaukee Avenue, as widened, for the point of beginning of the hereinafter described strip of land; thence continuing Northeastwardly along said last described straight line, (being also the Southwestwardly extension of the Northwestly line of Lot 1 in Stedronsky's Subdivision in said Lot 4 in County Clerk's Division), a distance of 189.00 feet; thence Northeastwardly along a straight line, a distance of 123.27 feet to a point which is 7.00 feet (measured perpendicularly) Northwestly of said Northwestly line of Lot 1 in Stedronsky's Subdivision; thence Northeastwardly along a straight line, a distance of 59.50 feet to a point which is 33.00 feet (measured perpendicularly) Northwestly of said Northwestly line of Lot 1; Thence Northeastwardly along a straight line parallel with said Northwestly line of Lot 1, a distance of 82.58 feet to an intersection with a line drawn perpendicular to the Northwestly line of said Lot 1 in Stedronsky's Subdivision at a point 47.55 feet (measured along said Northwestly line) Southwestly of the most Northerly corner of said Lot 1; thence Southeastwardly along said perpendicular line, a distance of 33.00 feet to the aforesaid point on the Northwestly line of Lot 1; thence Northeastwardly along said Northwestly line of Lot 1, a distance of 20.00 feet; thence Northwestwardly along a straight line, perpendicular to said Northwestly line of Lot 1, a distance of 53.00 feet; thence Southwestwardly along a straight line, parallel with said Northwestly line of Lot 1, a distance of 107.18 feet; thence Southwestwardly along a straight line, a distance of 60.10 feet to a point which is 26.74 feet (measured perpendicularly) Northwestly of the Northwestly line of said Lot 1; thence Southwestwardly along a straight line, a distance of 118.69 feet to a point which is 20.00 feet (measured perpendicularly), Northwestly of the Southwestwardly extension of the Northwestly line of Lot 1 in Stedronsky's Subdivision aforesaid; thence Southwestwardly along a straight line, parallel with said Southwestwardly extension of the Northwestly line of Lot 1, a distance of 191.25 feet to an intersection with the aforementioned Northeastly line of Milwaukee Avenue, as widened, and thence Southeastwardly along said Northeastly line of Milwaukee Avenue, as widened, and thence Southeastwardly along said Northeastly line of Milwaukee Avenue, a distance of 20.00 feet to the point of beginning, in Cook County, Illinois.

Commonly known as: 1245 Milwaukee Avenue
Glenview, Illinois

P.L.N. 04-32-101-031

94816697