

Loan # 0600000
George Bistars,

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ASSIGNMENT OF RENTS

This Agreement is made this 16th day of July, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to First of America Bank Northeast, Illinois, N.A., 325 N. Milwaukee Ave., Libertyville, Illinois 60488

of the same date and covering the property described in the Security Instrument located at 5-39 E. Golf Terrace, Arlington Heights, Illinois (Property Address/P.I.N. #) 00-09-402-023 & 025;

COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Agreement and the Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion.

E. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to the terms of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agents. This assignment of Rents constitutes an absolute assignment for additional security only.

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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instruments; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then the sums secured by the Security Instruments; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any Act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

F. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Agreement.

LaSALLE NATIONAL TRUST, N.A. Successor Trustee to
LaSalle National Bank, not personally, but as
trustee under Trust Agreement dated September
30, 1977 and known as Trust #53202

[Signature]
Borrower

SR. VICE PRESIDENT

Borrower

Borrower

Borrower

DEPT-01 RECORDING \$25.50
140012 TRAN 2545 09/27/94 11:36:00
\$593 # SK * -94-83774
COOK COUNTY RECORDER

On this 20th day of September in the year 1994, before me personally appeared
JOSEPH W. FAKIS - SR. VICE PRESIDENT of LaSALLE NATIONAL TRUST, N.A.

[Signature]
Notary Public

Cook County, Illinois

My Commission Expires: 12/19/94

"OFFICIAL SEAL"
Vicki Howe
Notary Public, State of Illinois
My Commission Expires Dec. 19, 1994

SEE ENVELOPE UNDER ATTACHED RENTG A

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08/27/01 BY 60322 UCBAW

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED July 16, 1994 (UNDER TRUST NO.) 53202

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee only. 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 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 said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., 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 holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every personal now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE NATIONAL TRUST, N.A., 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 non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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EXHIBIT A
TO
REAL ESTATE MORTGAGE

Description of Real Estate

Tax Identification Number: _____

**
PARCEL 1: LOT 2/IN ANDERSON'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 13, 1958 AS DOCUMENT NO. 1781757.

PARCEL 2:
THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SECTION 9, WHICH IS FOUR HUNDRED TWENTY FIVE AND EIGHT HUNDREDTHS (425.08) FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 9; THENCE NORTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION ONE HUNDRED FIFTY-NINE AND FIFTY HUNDREDTHS (159.50) FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH OF SAID PARALLEL LINE SEVEN AND FIFTY HUNDREDTHS (7.50) FEET; THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION, ONE HUNDRED SIXTY-FIVE (165.0) FEET TO A POINT THAT IS TWO HUNDRED SIXTY AND EIGHT HUNDREDTHS (260.08) FEET WEST AND ONE HUNDRED SIXTY-SEVEN (167.0) FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION, AS MEASURED ON THE SOUTH AND EAST LINES THEREOF; THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID SECTION ONE (1) FOOT; THENCE WEST ONE HUNDRED SIXTY-FIVE AND SIX HUNDREDTHS (165.06) FEET TO THE POINT OF BEGINNING.

PIN# 08-09-402-023 AND 025

PROPERTY ADDRESS: 5-39 E. GOLF TERRACE ARLINGTON HEIGHTS, IL

/** except that part of Lot 2 in Anderson's Subdivision of part of the Southeast 1/4 of Section 9, Township 41 North, Range 11, East of the Third Principal Meridian

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