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1228 W. Carmen

ASSIGNMENT OF RENTS AND LEASES

WHEREAS, this Assignment of Rents and Leases is dated this 24th day of January, 1994.

WHEREAS, DR. JAMES R. HODUR and PAMELA HODUR (hereinafter referred to jointly as the "Owner") is the owner of the following described real estate and improvements thereon (hereinafter referred to as "premises"):

LOTS 23 and 24 IN BLOCK 3 IN CHYTRAUS ADDITION TO ARGLYE, IN THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-08-305-049 and 14-08-305-050

COMMONLY KNOWN AS: 1228 W. CARMEN, CHICAGO, ILLINOIS.

DEPT-01 RECORDING \$29.50

T#5555 TRAN 2524 02/15/94 09:37:00

#1967 J J *-94-145969

COOK COUNTY RECORDER

Said premises are subject to the lien of a Mortgage executed by the Owner to LASALLE BANK NORTHBROOK, (hereinafter to referred to as "Note Holder") 1200 Shermer Road, Northbrook, Illinois 60062 as Mortgagee of even date duly recorded in the Office of the Recorder of Deeds of the County of Cook, State of Illinois; and,

WHEREAS, the Owner gave the above described Mortgage to secure a loan of even date from the Note Holder to the Owner in the amount of NINE HUNDRED THIRTEEN THOUSAND DOLLARS (\$900,000.00); and,

WHEREAS, as further security for the above described loan, the Note Holder requires the assignment of rents and leases as part of the consideration for making said loan.

NOW, THEREFORE, the Owner in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto the Note Holder, its successors and assigns, all the rents, earnings, income, issues and profits of and from the real estate and premises hereinabove described which are now due and which may hereafter become due, payable or collectable under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use of, occupancy of, any part of the real estate and premises hereinabove described, which said Owner may have heretofore made, agreed to or may hereafter make or agree to, or which may be made or agreed to by the Note Holder under the powers hereinafter granted to it; it being the

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for
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IN SENATE
JANUARY 10, 1900

REPORT
OF THE
COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 10, 1899

ALBANY, N. Y.:
J. B. WHITTAKER, STATE PRINTER,
1900.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Note Holder herein, all relating to the real estate and premises hereinabove described:

1. This instrument is given to secure payment of indebtedness in the total principal sum of NINE HUNDRED THIRTEEN THOUSAND DOLLARS (\$900,000.00) and interest thereon evidenced by a Promissory Note of even date ("Note") of the Owner, payable to Note Holder, secured by the aforesaid Mortgage conveying the premises, and this instrument shall remain in full force and effect until the Note and all other costs and charges which may have accrued or may hereafter accrue under the Note or Mortgage have been fully paid.

2. Without limitation of any of the legal rights of the Note Holder as the absolute assignee of the rents, issues, and profits of said premises, and by way of enumeration only, the Owner hereby covenants and agrees that in the event of any default under the Note or Mortgage (as defined therein), the Owner will, whether before or after the Note secured by the Mortgage is declared to be immediately due in accordance with the terms of the Mortgage or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith, upon demand of the Note Holder, surrender to the Note Holder, and the Note Holder shall be entitled to take actual possession of the premises, or of any part thereof, personally or by its agents or attorneys, as for condition broken. The Note Holder in its discretion, may with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of said premises, together with all documents, books, records, papers, and accounts of the Owner relating thereto, and may exclude the Owner, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold operate, manage and control the premises, and conduct the business thereof, either personally or by its agents and may, at the expense of the premises, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the premises as to it may seem judicious, and may insure and reinsure the same, and may lease premises in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage and may cancel any lease or sublease for any cause or on any ground which would entitle the Owner to cancel the same, and in every such case the Note Holder shall have the right to manage and operate the premises, and to carry on the business thereof, as it shall deem best.

Further, in the event of any default under the Note or Mortgage (as defined therein) the Note Holder shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the premises, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made

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On this day, the undersigned, Clerk of Cook County, Illinois, have received from the undersigned, the following:

... of the County of Cook, Illinois, for the purpose of recording the same.

Witness my hand and the seal of said County at Chicago, Illinois, this ... day of ... 19...

... Clerk of Cook County, Illinois

...

...

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Property of Cook County Clerk's Office

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for taxes, assessments, insurance, and prior or proper charges on the premises, or any part thereof, including the just and reasonable compensation for the services of the Note Holder and of its attorneys, agents, clerks, servants, and other employed by it, for services rendered in connection with the operation, management, and control of the premises and the conduct of the business thereof, said such further sums as may be sufficient to indemnify the Note Holder against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of the Note Holder hereunder, the Note Holder may apply any and all moneys arising as aforesaid:

(A) To the payment of interest on the principal and overdue interest on the Note secured by the Mortgage, at the rate therein provided; (B) To the payment of the principal of the Note from time to time remaining outstanding and unpaid; (C) To the payment of any and all other charges secured by or created under the Note or Mortgage; and (D) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (A), (B), and (C), to the Owner.

3. The Owner may continue to collect all rentals, as hereinafter limited, due under any leases upon the premises and perform the obligations of Owner thereunder, until such time as the Note Holder shall give notice to the lessees under said leases, which may be given by U.S. Mail addressed to the lessees at the address of the leased premises, that all rents then due or to become due as well as all the amounts payable under the terms of said leases, shall be payable directly to the Note Holder at its then business address. The Note Holder may give this notice to the lessee at any time or from time to time after a default and failure to cure exists (as defined therein) in the payment of principal or interest under the Note or in the performance of the terms of conditions contained in the Mortgage herein referred to or in the Note secured thereby. The lessees may rely upon said notice from the Note Holder, and are to comply with its terms.

4. Except for the collection by the Owner pursuant to the leases of the last month's rent, the Owner will not be allowed to collect any rental more than one month in advance without prior written notice to Note Holder and any such collection of rental more than one month in advance without such prior written consent shall not be binding on the Note Holder.

5. The Owner agrees that it will in no way, either orally or in writing, change, amend, or in any way alter the conditions of the leases hereinabove referred to and warrants that said leases have not been amended, changed or in any way altered, except as above set out, except as otherwise permitted by other documentation securing the Note.

6. The Owner shall not accept surrender of any lease of the premises or any part thereof leased thereunder, without the prior written consent of the Note Holder which consent shall not be unreasonably withheld.

7. The Owner shall not assign or in any way encumber or allow to become encumbered

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears from the records of the Clerk of the Court.

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

My Commission Expires _____

Notary Public in and for the State of Illinois

My Commission Expires _____

Notary Public in and for the State of Illinois

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any of the rents due or to become due under the aforesaid leases, except as herein provided.

8. This instrument is assignable by the Note Holder, and all of the terms and provisions hereof shall be binding upon the inure to the benefit of the respective legal representatives, successors and assigns of each of the parties hereto.

9. The failure of the Note Holder, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its rights under the terms hereof, but said Note Holder, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this Assignment, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

10. The payment of the Note and release of Mortgage securing said Note shall ipso facto operate as a release of this instrument.

This document is entered into this 24th day of January, 1994.


DR. JAMES R. HODUR


PAMELA HODUR

This document prepared by and after recording return to

Bruce F. Hoffman
Podak & Hoffman Ltd.
150 N. Wacker Drive
Suite 1100
Chicago, Illinois 60606
(312) 726-0001

hodur@ar

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INVESTIGATION REPORT

Case No. 123456789

Date: 10/26/2023

Subject: [Illegible]

Investigator: [Illegible]

Location: [Illegible]

Summary: [Illegible]

Findings: [Illegible]

Conclusion: [Illegible]

Witnesses: [Illegible]

Officer: [Illegible]

Supervisor: [Illegible]

Remarks: [Illegible]

Signature: [Illegible]

Date: [Illegible]

Attachments: [Illegible]

Notes: [Illegible]

Comments: [Illegible]

Additional Information: [Illegible]

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10/26/2023

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, NICOLE A. MACKAY, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY, that DR. JAMES R. HODUR and PAMELA HODUR are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, that they appeared before me this day in person and acknowledged that they signed and delivered said instrument, that they their own free and voluntary acts and as the free and voluntary for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of JANUARY 1994.

Nicole A. Mackay
Notary Public

Commission expires:



Cook County Clerk's Office

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