

COOK COUNTY, ILLINOIS
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ASSIGNMENT OF RENTS

~~February~~
January 24, 1994

The undersigned, NBD BANK, AS SUCCESSOR TRUSTEE TO NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, a corporation of Illinois, as Trustee under Trust Agreement dated September 1, 1977, and known as Trust No. 1546, and not individually, ("Assignor" herein), as additional security for the payment of that certain note of even date herewith ("Note" herein), payable to the order of FIRST MIDWEST BANK/DEERFIELD, N.A. ("Bank" herein) in the total principal sum of FOUR HUNDRED TWENTY FIVE THOUSAND and no/100 Dollars (\$425,000.00) payable as therein specified with interest as therein provided and for the performance of the terms, covenants and conditions contained in said Note and the Mortgage of even date made by the Assignor to secure said Note and conveying the real estate hereinafter described, and also in consideration of the sum of One Dollar (\$1.00) 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 Bank and its successors and assigns, all the avails, rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, or or any renewals thereof, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described which may have been heretofore or may be hereafter made or agreed to by the Bank under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails, rents, issues and profits thereunder unto the Bank, all relating to the real estate and premises described on Exhibit "A" attached hereto.

The Assignor and each of them (if more than one) and their beneficiaries, if applicable, do hereby irrevocably appoint Bank the true and lawful attorney of the Assignor and each of them, to take and from time to time retake possession of said premises to collect all of said avails, rents issues and profits now due or hereafter to become due under each and every of the leases and agreements, or any renewals thereof, written or oral, existing or which may hereafter exist for and in connection with said real estate, and to use such measures, legal and equitable, as in the discretion of the Bank may be deemed proper or necessary to enforce the payment or security of said avails, rents, issues and profits, and to secure and maintain possession of said real

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estate, or any part thereof, and, at the discretion of the Bank, to fill any and all vacancies, and to rent, lease or let all or any portion thereof for terms expiring either before or after the maturity of the indebtedness secured by said Mortgage, and to manage, maintain, preserve, operate and use the said real estate; and, in the discretion of the Bank, to cancel any existing insurance policies relating to said real estate and to cause to be written new policies in place thereof and also additional and renewal policies, making same payable to the Bank under said Mortgage, or, in case of foreclosure sale, to the owner of the certificate of sale and of any deficiency, as their respective interest may appear, and in the case of loss under such policies, to adjust, collect and compromise, in its discretion, all claims thereunder and to sign all receipts, vouchers and releases required by the insurance companies therefor; and further with full power to use and apply for and with respect to said real estate the said avails, rents, issues and profits in such respective amounts and in such order and priority as in the judgment and discretion of the Bank may be deemed proper, for and on account of the payment of any indebtedness secured by said Mortgage and of any indebtedness or liability, now existing or hereafter created or the Assignor and its beneficiary, if applicable, to the Bank, now due or hereafter to become due, and of all costs, charges, expenses and fees in the operation, management, care and preservation of said real estate together with all the improvements, fixtures, appurtenances, apparatus and equipment thereunto appertaining, including all taxes and assessments and installment thereof, liens of mechanics and claims therefore, repairs, improvements, alterations, renewals and restorations, insurance premiums, the usual and customary brokerage commission for leasing said real estate or any part thereof and for collecting rents and the reasonable compensation for all services rendered by virtue hereof by the Bank and its attorneys, agents and servants, and all their expenses involved therein and such further sums as may be sufficient to indemnify the Bank against any liability, loss or damage on account of any matter or thing done in good faith hereunder and further with power from time to time to substitute any attorney in fact to act hereunder in its place and stead in all or any matters aforesaid, and from time to time every such substitution and appointment at pleasure to revoke, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, its beneficiary or its legal representative, heirs or assigns and hereby ratifying all that the Bank may do by

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virtue hereof. The powers hereby created shall be irrevocable so long as any indebtedness secured by said Mortgage evidenced by the Note remains unpaid.

After taking or retaking possession by virtue hereof, the Bank shall have the right to remain in possession of said real estate to collect the said avails, rents issues and profits therefrom, and to manage said real estate as hereinabove set forth, notwithstanding the institution of proceedings to foreclose the said Mortgage and the entry of any decree of foreclosure in any such proceedings, and notwithstanding any sale of said real estate pursuant to any such decree, unless the amount paid at such sale shall be sufficient to pay the full amount due under the terms of such decree and to remain in possession of said real estate until the expiration of the period of redemption from any such sale, and from time to time shall apply the net avails, rents, issues and profits accruing after the sale of said real estate pursuant to such decree remaining after the payment of all deductible expenses, charges and fees, for and on account of any deficiency reported to the Court in such proceeding. The provisions of this instrument shall and are intended to service any decree of foreclosure and sale in any proceedings to foreclose the lien of said Mortgage. After taking or retaking possession by virtue hereof, the Bank shall have the right from time to time to surrender possession without prejudice to its right to retake possession hereunder upon default as herein provided.

Until default shall be made in the payment of the indebtedness evidenced by the Note and or secured by said Mortgage or in the performance by the Assignor of any agreement therein, herein or if, any other security document or agreement with Bank contained, the Assignor shall be permitted to possess, manage, operate and enjoy all the property, rights and privileges in said Mortgage encumbered, and to collect the avails, rents, issues and profits thereof. Upon service of notice on tenants and occupants of the premises by the Bank that default has been made under the terms of said Note, Mortgage or in any other security document or agreement with Bank (which notice need not specify the nature of defaults), and demand of payment of rents to the Bank, which demand if made upon the Assignor or its beneficiary shall fix and determine the prevailing rental per month for the portion of said premises occupied by the Assignor or its beneficiary, the tenants and occupants shall be obligated to account and pay to the Bank from and after the date of service

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of said notice and demand, all the avails, rents, issues and profits due or accruing under their respective leases and agreements, without any duty or obligation on the part of said tenants or occupants to ascertain that a default in fact does exist, and in the event of demand upon the Assignor or its beneficiary, as aforesaid, the Assignor and its beneficiary agree and shall be obligated to pay to the Bank rent in advance for the portion of said premises occupied by Assignor or its beneficiary at the prevailing rental therefor per month as fixed and determined by the Bank in said demand, and a failure on the part of the Assignor or its beneficiary promptly to pay said rent on the first day of each and every month in advance shall in and of itself constitute a forcible entry and detainer; and the Bank may in its own name and without any other notice or demand, maintain an action of forcible entry and detainer against the Assignor or its beneficiary and obtain possession of the premises occupied by them.

Anything herein to the contrary notwithstanding, no liability of any sort whatsoever is incurred or assumed under and by virtue of this instrument for any error of judgment or for any act done or omitted to be done by the Bank in good faith or for any mistake of fact or law or anything which it may do or refrain from doing hereunder, except for its own willful default, it being understood and agreed that in taking possession and operating, managing and preserving the said real estate, the Bank does so without incurring any liability for any matters or things except as hereinabove provided.

Failure by the Bank at any time to avail itself of all or any of the provisions hereof shall not be construed or deemed to be a waiver by it thereof. This instrument shall remain in full force and effect until the entire indebtedness secured by said Mortgage evidenced by the Note has been fully paid and in case of a deficiency or foreclosure sale, until the expiration of the period of redemption from the sale.

The Bank may assign all its right, title and interest hereunder, and all the terms and provisions hereof shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns and substitutes of the respective parties hereto.

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LIDEN ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED February 24, 1994 UNDER TRUST NO. 1546-AH

This ASSIGNMENT OF RENTS is executed by NBD BANK, Successor Trustee to NBD Trust Company, not personally but as Trustee under Trust No. 1546-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, owner 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. 1546-AH and not individually

By: Lawrence J. Kolman
Vice President

ATTEST:
Annette N. Brusca
Assistant Trust Officer

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: Lawrence J. Kolman Vice President of NBD Bank, and Annette N. Brusca ASST. TRUST OFFICER personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President 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 he/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 24th day of February A.D., 19 94.

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

Joan Wilson
Notary Public

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In the event the Assignor is the trustee of an Illinois land trust, then this instrument is executed by the Assignor, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Assignor are undertaken by it solely as trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the undersigned by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by the undersigned, either individually or as trustee as aforesaid, relating to the subject matter of the foregoing instrument, all of such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

NBD BANK, AS SUCCESSOR TRUSTEE TO
NBD TRUST COMPANY OF ILLINOIS, AS
SUCCESSOR TRUSTEE TO THE BANK & TRUST
COMPANY OF ARLINGTON HEIGHTS, an Illinois
corporation, as trustee under
trust agreement dated September 1,
1977 and known as Trust No. 1546,
and not individually.

By: _____
Trust Officer

ATTEST:

By: _____
Secretary

STATE OF ILLINOIS
COUNTY OF LAKE

The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that _____, a Trust Officer of NBD BANK, AS SUCCESSOR TRUSTEE TO NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, and _____, a Secretary of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Secretary, 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 bank, for the uses and purposes therein set forth, and the said Secretary did also then and there

THIS INSTRUMENT IS HEREBY
CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
AS FILED IN THE OFFICE OF THE
CLERK OF SAID COUNTY OF LAKE
ILLINOIS, THIS _____ DAY OF
_____, 19____.

Notary Public
County Clerk's Office

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acknowledge that he, as custodian of the corporate seal of said bank, did affix the said corporate seal of said bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 25 day of Jan, 1994.

Notary Public

For good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, as beneficiaries of the above trust, joint in this Assignment for the purposes of assigning the entire right, title and interest of the undersigned in and to the leases and rents from the subject premises described above and being bound by and subject to all terms and provisions thereof.

Dated: 2-25-94

Barbara K. Wallace

STATE OF ILLINOIS
COUNTY OF ~~LAKE~~ COOK

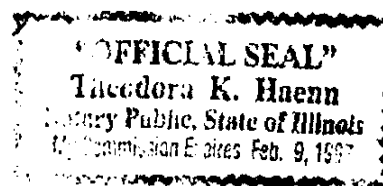
The undersigned, a Notary Public in and for the County and State aforesaid, does hereby certify that Barbara Wallace and _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 25 day of Jan, 1994.

Madonna K. Haenn

Notary Public

This Document Prepared by: s. mad. G.
O'NEILL & BOCKELMAN, P.C.
250 East Illinois Road
Lake Forest, Illinois 60045
(312) 234-4422



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BOX 333

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SCHEDULE A

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 1 AT A POINT 869.97 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 1, 950.53 FEET TO THE SOUTHEAST CORNER OF THE WEST 30 ACRES OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 1; THENCE NORTH ALONG THE EAST LINE OF SAID WEST 30 ACRES 280.1 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 1, 950.7 FEET; THENCE SOUTH FORMING A NORTH WEST ANGLE TO THE SECTION LINE OF 89 DEGREES, 46 MINUTES, 30 SECONDS 280.1 FEET TO THE PLACE OF BEGINNING IN THE TOWN OF PALATINE (EXCEPT THEREFROM THE SOUTH 70 FEET THEREOF) IN COOK COUNTY, ILLINOIS

property address - Dundee Road in Palatine, IL

TAX ID NOS.: 02-01-300-018
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