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Registration marks are included for any liability of Jefferson State Bank, attachment hereto, is hereby expressly made a part hereof.

ASSIGNMENT OF ARTICLES OF AGREEMENT FOR DEED WITH CONSENT OF MORTGAGEE AND CONTRACT PURCHASER

This Agreement is entered into as of July 13, 1993 by and between Jefferson State Bank, having an address of 3301 West Lawrence Avenue, Chicago, Illinois 60630, (herein called "Mortgagee"), and Jefferson State Bank, not personally, but as Trustee under Trust Agreement dated May 3, 1993 and known as Trust Number 1870, having an address c/o Richard Erlich, 1816 North Clark Street, Chicago, Illinois 60614, (herein called "Mortgagor") with regard to the following set of facts:

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13333 INAH 7227 04/14/94 12:40:00
2864 \$ EP *94-337259
COOK COUNTY RECORDER

A. The parties are the Mortgagor and Mortgagee respectively under a certain mortgage loan dated May 6, 1993 in the original principal amount of \$344,000. That loan and all documents related thereto are on file with each of Mortgagor and Mortgagee; the property (herein the "Property") securing said loan is described on Exhibit "A" attached hereto and hereby incorporated by reference.

B. Mortgagor has requested Mortgagee to consent to a sale of the Property pursuant to Articles of Agreement for Deed (herein the "Agreement") between Mortgagor as Seller and the party therein named as Purchaser; copies of said Agreement are on file with each party hereto. As a part of that consent Mortgagor has requested that there be no change in the amount of principal and interest payments to be made by Mortgagor.

C. Mortgagee is willing to consent to said transfer on terms requested by Mortgagor if, and only if, Mortgagor assigns the right to receive payments under said Agreement to Mortgagee pursuant to the terms hereof.

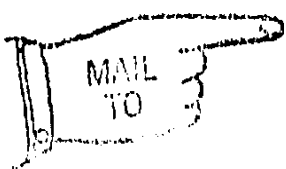
NOW THEREFORE, for value received and in consideration of the mutual Agreements, and the Consent and Assignment herein contained, the parties hereto covenant and agree as follows:

1. INCORPORATION OF FACTS. The Statements of fact set forth above are hereby incorporated by reference as the representations of the Mortgagee.

2. PRESENT ASSIGNMENT. Mortgagor hereby sells assigns and transfers to Mortgagee all sums payable to Mortgagor as Seller under the Agreement, and all other rights of Mortgagor as Seller thereunder, it being the intent hereby to make and present transfer and assignment of all such payments to the mortgagee.

3. AUTHORITY OF MORTGAGEE. Mortgagor hereby authorizes irrevocably the Mortgagee (with or without taking possession of the aforesaid Property), to collect all of said payments or other sums due arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under the Agreement, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as the Mortgagor would have.

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4. **MORTGAGOR'S REPRESENTATIONS.** The Mortgagor represents and agrees that no payment has been made for more than one installment in advance and that no payment to accrue has been or will be waived, released, reduced or discounted or otherwise discharged or compromised by the Mortgagor without the consent of Mortgagee which will not be unreasonably withheld. The Mortgagor waives any right of set-off against any person in possession of any portion of the Property. The Mortgagor agrees that it will not further assign any of the payments under the Agreement and that any such assignment shall be subject and subordinate to rights herein granted to Mortgagee.

5. **WAIVER OF MORTGAGEE'S LIABILITIES.** Nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by the Mortgagee. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Mortgagor.

6. **ENFORCEABILITY.** Although it is the intention of the parties that this Assignment shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless Mortgagor shall:

(a) Default in making any payment required pursuant to the Note within five (5) days of its due date, or any payment, when due, of any other sum secured by said Mortgage; or,

(b) Default in the performance of any other terms, covenants or agreements hereunder or in the performance of any of the other terms, covenants, or agreements set forth in the Mortgage, Note or any security agreements given in connection with this transaction, and upon continuation of such default for a period of thirty (30) days after notice thereof to Mortgagor, as specified in the Mortgage.

Nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under the Note and the Mortgage or any other instrument herein mentioned.

7. **RIGHTS ON FORECLOSURE.** In any case in which, under the provisions of the Mortgage, the Mortgagee has a right to institute foreclosure proceedings, whether before or after institution of legal proceedings to foreclose a lien thereof, or before or after sale thereunder, upon demand of the Mortgagee, the Mortgagee shall be entitled to take actual possession of the Property or any part thereof personally, or by its agents or attorneys. Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of any or any part of the Property, together with all documents, books, records, papers and accounts of the Mortgagor, or then owner of the Property relating thereto, and may exclude the Mortgagor, its agents or servants, wholly therefrom. Mortgagee may, as attorney-in-fact of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Property and conduct the business, if any, thereof either personally or by its agents, with full power to use such measure, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and

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profits of the Property, including actions for the recovery of rent, and actions of unlawful detainer. Mortgagor also hereby grants Mortgagee full power and authority to exercise each and every of the rights, privileges and powers herein granted at any time and all times hereafter, without notice to the Mortgagor, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterment and improvements to the Property that may seem judicious, in its discretion, insure and reinsure the same for all risks, incidental to Mortgagee's possession, operation and management thereof and to receive all such avails, rents income and profits.

8. **UNDERTAKINGS BY MORTGAGOR.** The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability relating to the Property. Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under this Assignment. If Mortgagee incurs any such liability, loss or damage under said leases or under or by reason of the assignment thereof or in the defense of any claims or demands, Mortgagor agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees, immediately upon demand.

9. **APPLICATION OF RECEIPTS.** The Mortgagee, in the exercise of the rights and powers conferred upon it by this Assignment, shall have full power to use and apply the avails, rents and profits of the Property to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of the Property, including the cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagor and its agent or agents, if management be delegated to an agent or agents, it shall include lease commissions and other compensation and expenses for seeking and procuring tenants and entering into leases), establish claim for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Property;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterment and improvements of the Property, including the cost from time to time of installing, replacing refrigeration therein, and of placing the Property in such condition as will, in the reasonable judgment of the Mortgagee, make it readily rentable;

(d) To the payment of the Note or other indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The Mortgagor does further specifically authorize and instruct the Purchaser under said Agreement to make all payments directly to the Mortgagee upon receipt of demand from Mortgagee to so pay the same.

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12. **CONSENT BY MORTGAGEE.** Mortgagee hereby consents to the execution and delivery of the Agreement by Mortgagor as Seller. Mortgagee further agrees that except as herein set forth, all the terms and conditions of the Mortgage Loan shall remain unmodified and in full force and effect. Mortgagee further agrees that if Mortgagor's purchaser shall make the payments as set forth in the Agreement and shall honor notices of the exercise of the assignment contained herein should one be sent by Mortgagee, then and in those events Mortgagee shall take no action which will adversely affect the rights of said Purchaser pursuant to said Agreement.

13. **TRUSTEE'S EXCULPATION.** This instrument is executed by Trustee, not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute this instrument) and it is expressly understood and agreed by the parties hereto that nothing herein contained shall be construed as creating any liability on Trustee in its individual capacity personally to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived.

IN WITNESS WHEREOF, this Assignment has been executed by Mortgagor and Mortgagee as of the 13th day of July, 1993.

MORTGAGEE:

MORTGAGOR:

94337289

JEFFERSON STATE BANK

JEFFERSON STATE BANK, not personally but as Trustee U/T/A dated 5/6/93 and known as Trust Number 1870.

BY: [Signature]
ITS: VP

BY: [Signature] Penelope Jackson
Trust Officer

ATTEST: [Signature]
[Signature]

ATTEST: [Signature]

John A. T. Silvestri
Asst. Trust Officer

EXECUTED AND DELIVERED BY THE JEFFERSON STATE BANK OF CHICAGO, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY IN THE CAPACITY HEREIN DESCRIBED, FOR THE PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, NOTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKINGS AND AGREEMENTS HEREIN MADE, INTENDED AND INTENDED TO BE AS PERSONAL UNDERTAKINGS AND AGREEMENTS OF THE INDIVIDUALS FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT AS SOLELY AND SOLELY FOR THE PURPOSE OF BINDING THE TRUSTEE AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR LIABILITY OF ANY KIND SHALL AT ANY TIME BE ASSIGNED OR INCURRED BY THE TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL OTHER PARTIES HERETO, AND THESE CLAIMANTS BY, THROUGH, OR UNDER THEM.

COUNTY OF COOK)

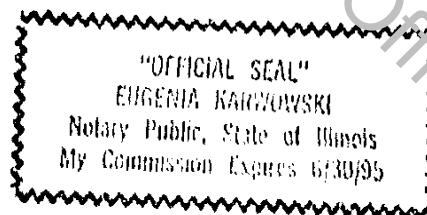
I, Eugenia Karwowski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Judith Macior personally known to me to be the Vice President of the JEFFERSON STATE BANK, a state banking corporation, and Lillian Rosenau personally known to me to be the Assistant Vice President of said 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 Vice President and Assistant Vice President 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 of said corporation, for the uses and purposes therein set forth. 91337259

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 13 day of July 1993.

Eugenia Karwowski

Notary Public

My Commission Expires 6-30-95



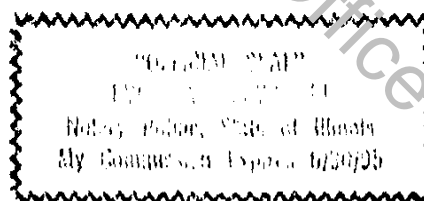
COUNTY OF COOK)

I, Eugenia Karwowski, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Penelope Jackson personally known to me to be the Trust Officer of the JEFFERSON STATE BANK, a state banking corporation, and Lou Ann Silvestri personally known to me to be the Assistant Trust Officer of said 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 Trust Officer and Assistant Trust Officer 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 of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

91337259

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 13th day of July 1993.

Eugenia Karwowski
 Notary Public

My Commission Expires 6-30-95

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CONSENT OF CONTRACT PURCHASER

Daniel F. Coughlin, contract Purchaser, hereby consents to the foregoing Assignment of Articles of Agreement for Deed and agrees upon five (5) days prior written request to make all future payments to Jefferson State Bank, Mortgagee, and further agrees that no prepayments will be made more than one (1) month in advance without consent of Mortgagee. Said contract Purchaser hereby represents that the present balance due under the Articles of Agreement for Deed, a true copy of which is attached to this consent, is presently \$432,000.


Daniel F. Coughlin

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EXHIBIT A

Legal Description

LOT 73 IN BLOCK 6 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 32 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Common Address: 1707 North Dayton
Chicago, Illinois 60614

P.I.N. No.: 14-32-426-011-0000

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