

UNOFFICIAL COPY

94381103

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made the 2nd day of April, 1994, between First State Bank & Trust Company of Park Ridge as Trustee under Trust Agreement dated April 10, 1990 known as Trust #2120 (hereinafter called "Assignor"), and BANK OF BUFFALO GROVE, an Illinois banking corporation, (hereinafter called "Assignee").

WITNESSETH

DEPT-01 RECORDING \$33.50
T:1111 JAN 5038 04/28/94 08:33:00
\$7989 *--4-381103
COOK COUNTY RECORDER

THAT WHEREAS, the Assignor is indebted to Assignee for money borrowed in the aggregate principal sum of One Hundred Twenty Five Thousand One Hundred Thirty Seven and 00/100's DOLLARS (\$125,137.00) as evidenced by a certain Commercial Mortgage Note of even date herewith (herein called the "Note") which Note is secured by a certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called the "Mortgage" and the terms of which Note and which Mortgage are hereby incorporated herein (by reference) upon certain property (herein called "said Property") situated in the Town of Wheeling, in the County of Cook and State of Illinois, to wit:

See Exhibit "A" attached hereto and made a part hereof

P.I.N. 03-10-201-075-1018 03-10-201-075-1019
03-10-201-075-1020 03-10-201-075-1023

NOW, THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and effect of said Note and any and all extensions renewals and substitutions therefore, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being herein collectively called the "Indebtedness") and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in any of this Assignment of Rents and Leases, in the Mortgage, or in any other instrument given in connection with the borrowing or the indebtedness and referred to in said Note or the Mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof which is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to the Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

THIS INSTRUMENT PREPARED BY
RECORD AND RETURN TO MAIL TO
Kimberly Lambie
BANK OF BUFFALO GROVE
10 E. DUNDRE ROAD
BUFFALO GROVE, IL 60089

PROPERTY ADDRESS:
Units 181, 187, 177 & 179
S. Wheeling Rd.
Wheeling, Illinois, 60090

33.50

R 41737 293

94381103

UNOFFICIAL COPY

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Assignor under the said Note of under the Mortgage above described, whether before or after the Note is declared to be immediately due, 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 Assignee, Assignor will surrender to the Assignee and the Assignee shall be entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee 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 Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said Property 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 said Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to the Assignee 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 Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every such case Assignor hereby irrevocable authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property 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 for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable compensation for the services of the Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee 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 Assignment hereunder, to apply any and all monies arising as aforesaid:

- (1) To payment of the interest from time to time accrued and unpaid on the said Note, or any renewals, extensions, or substitutions thereof;
- (2) To the payment of any and all other charges secured by or created under the said Mortgage;
- (3) To the payment of the principal of the said Note or any extensions, renewals, or substitutions thereof, from time to time remaining outstanding and unpaid;
- (4) To the payment of any other indebtedness of Assignor to Assignee; and
- (5) To the payment of the balance, if any, after the payment in full of the terms hereinbefore referred to in 1), 2), 3), and 4) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default by Assignor in the payment of the Indebtedness or in the performance

94561103

UNOFFICIAL COPY

of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before due, all rents, issues and profits from said Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers all of the leases demising all or portions of the said Property:

Concerning said leases, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

- (1) Cancel or terminate any lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof; or accept a surrender of any lease;
- (2) Reduce the rent provided for in any lease; or modify any lease in any way, either orally or in writing; or grant any concession in connection with any lease; either orally or in writing;
- (3) Consent to any assignment of the interest of the tenant in any lease, or to any sub-letting thereof;
- (4) Accept any rent payable under any lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Assignee, shall be null and void.
- (5) Permit any lease to come before the Mortgage and shall subordinate all such leases to the liens of the Mortgage.

Concerning each such lease, Assignor further covenants, warrants and represents that, except as heretofore disclosed in writing to Assignee, there are no defaults not existing under any such leases nor is there any state of facts which with the giving of notice or lapse of time or both would constitute a default under any such lease and further that Assignor shall promptly notify Assignee of any notice received by Assignor claiming that a default has occurred under any such lease on the part of Assignor.

Any default on the part of Assignor hereunder shall constitute a default of Assignor under the Mortgage.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use 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 Assignee's rights under the terms hereof, but Assignee or Assignee's 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 time that shall be deemed fit.

In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the said Property.

If the Indebtedness shall be paid in full when or before due and Assignor shall keep observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this assignment shall be null and void and

9438107 00000000

UNOFFICIAL COPY

Assignor will, promptly upon Assignor's demand therefore, release and discharge this Assignment.

Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the second (2nd) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Assignor at the address set forth below or to the Assignee at the Bank's main office set forth above or to such other address as either the Assignor or the Assignee notifies the other party in writing.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

Assignor hereby releases and waives all rights, if any, of Assignor under or by virtue of the Homestead Exemption Laws of the State of Illinois.

This Assignment shall be governed and controlled by the laws of the State of Illinois.

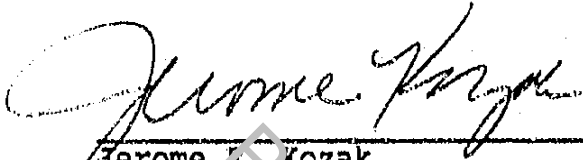
Assignor hereby release and waives all rights, if any of Assignor under or by virtue of the Homestead Exemption Laws of the State of Illinois.

94381103

UNOFFICIAL COPY

IN WITNESS WHEREOF, the Assignor has executed this Assignment on the day and year first above written.

INDIVIDUALS SIGN BELOW



Jerome F. Kozak



Janice C. Kozak

Property of Cook County Clerk's Office

9438103

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2025-01-10 10:00:00

UNOFFICIAL COPY

STATE OF ILLINOIS)

COUNTY OF Cook)

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that JEROME F. KOZAK and JANICE C. KOZAK, his wife who is/are personally known to me to be the same person(s) whose name(s) is/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 voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 2 day of April, 1994.

Paul M. Romano

Notary Public

My Commission Expires:

7-15-96



Property of Cook County Clerk's Office

9438103333

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94381103

UNOFFICIAL COPY

7 9 3 5 1 1 0 1

This Assignment of Rents is executed by FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, not personally, but as Trustee under Trust Agreement dated 4/10/90 and known as Trust No. 2120 in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing herein or in said Mortgage or in said Note contained shall be construed as creating any liability on the said FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder or anyone making claims hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Mortgage/Trust Deed and Note provided.

IN WITNESS WHEREOF, First State Bank & Trust Company of Park Ridge, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its (Assistant) Trust Officer and its corporate seal to be hereunto affixed and attested by its (Assistant) Trust Officer, the day and year first above written.

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE.

not personally, but solely as trustee as aforesaid.

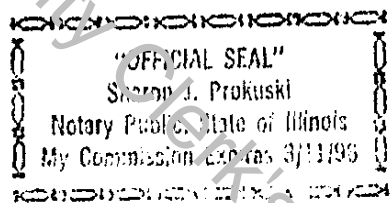
By: Gary Allen
(Assistant) Trust Officer

Attest: Robert J. Kowall
(Assistant) Trust Officer

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named (Assistant) Trust Officer and (Assistant) Trust Officer of FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) Trust Officer and (Assistant) 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 of said Company for the uses and purposes therein set forth; and the said (Assistant) Trust Officer then and there acknowledged that the said (Assistant) Trust Officer, as custodian of the seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said (Assistant) Trust Officer's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and official seal, this 5TH day of APRIL, 1994
Sharon Prokuski
Notary Public.



Office
94351103

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94381103

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION:

UNITS 177, 179, 181 AND 187 IN CATHERINE COURT INDUSTRIAL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 1 IN CATHERINE COURT SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 10 AND PART OF THE NORTHWEST 1/4 OF SECTION 11 ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 7, 1986 AS DOCUMENT NUMBER LR3513052 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 7, 1986 AS DOCUMENT NUMBER 86181236, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 7, 1986 AS DOCUMENT NUMBER 86181238 AND FILED IN THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON MAY 7, 1986 AS DOCUMENT NUMBER LR3513054, TOGETHER WITH ITS UNDIVIDED INTEREST IN PERCENTAGE ELEMENTS, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO.: 03-10-201-075-1018
03-10-201-075-1019
03-10-201-075-1020
03-10-201-075-1023

Cook County Clerk's Office

94381203

0000000000

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94361103

REPUBLIC TITLE COMPANY
1500 W. SHURE
ARLINGTON HEIGHTS, IL 60004