

# UNOFFICIAL COPY

PREPARED BY:

Schwartz, Cooper Greenberger & Krauss,  
Chtd., René Ghadimi, Esq.  
180 N. LaSalle St.  
Chicago, IL 60601

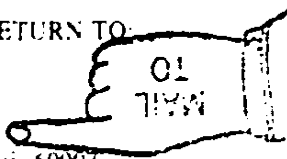
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WHEN RECORDED RETURN TO:

NBD BANK

100 East Higgins Road  
Elk Grove Village, Illinois 60007

ATTN: Bonnie



DEPT-01 RECORDING \$27.50  
146666 TRAM 8555 08/23/95 16:07:00  
14530 PLC \*-95-559951  
COOK COUNTY RECORDER

SC 321552 (2)

TICOR TITLE INSURANCE



## Assignment of Real Estate Leases and Rentals

Assignment dated August 7, 1995 by NBD BANK, not personally, but solely as Trustee under Trust Agreement dated April 19, 1990 and known as Trust No. 2826EG (the "Trust"), NATALE SCLAFANI and GINA SCLAFANI, being the sole beneficiaries of the Trust (the Trust and Mr. and Mrs. Sclafani are hereinafter referred to collectively as the "Mortgagor"), to NBD Bank, an Illinois banking corporation (the "Bank"), whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187. The Mortgagor has executed and delivered to the Bank a certain Loan Agreement (the "Loan Agreement") of even date herewith among the Mortgagor and the Bank and the Trust has executed and delivered to the Bank a certain Mortgage of even date herewith on the following described real property (the "Premises").

Land located in the Village of Schaumburg, Cook County, Illinois:

PARCEL I: LOT 17 IN CENTEX SCHAUMBURG INDUSTRIAL PARK UNIT 162, BEING A RESUBDIVISION OF PART OF LOT 3 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK SOUTH 1/2 UNIT 97, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II: LOT 20 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 163, BEING A SUBDIVISION OF PART OF LOT 3 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK SOUTH 1/2 UNIT 97, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: Lots 17 and 20 Albion Ave., Schaumburg, Illinois

Tax Parcel Identification No.: 07-33-402-010 and 07-33-402-011

For the purpose of further securing the Mortgage and the underlying debt secured by the Mortgage and as described in the Loan Agreement (the "Debt"), the Mortgagor assigns to the Bank all present and future leases, either oral or written, and all extensions, renewals and replacements of the leases, or holdovers under the leases, and all rents and security deposits derived from the Premises and the buildings and improvements on it. Copies of existing leases and lease amendments have been delivered to the Bank. The Mortgagor will provide copies of any future leases and lease amendments to Bank. Notwithstanding the foregoing, Mortgagor shall not enter into any new leases or lease amendments without the prior written consent of the Bank, which consent shall not be unreasonably withheld.

The Bank shall have complete authority in case of default in the terms of the Mortgage or the Debt to demand and collect the rents, to take possession of the Premises without having a receiver appointed, to rent and manage the premises and to apply the net proceeds of the rent toward the Debt secured by the Mortgage until it is paid in full, or until title is obtained through foreclosure or otherwise. The Mortgagor consents to the appointment of a receiver if this is believed necessary by the Bank. Taking possession of the Premises or collecting rent shall not constitute a cure or waiver of any existing default.

### MORTGAGOR REPRESENTS AND COVENANTS AS FOLLOWS:

1. It will fulfill and perform its obligations under all leases, and give the Bank prompt notice of any default in the performance of the terms of the leases by either the Mortgagor or the tenant, together with copies of notices sent or received by the Mortgagor in connection with any lease.

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED August 7, 1995 UNDER TRUST NO. 2826-EG

This ASSIGNMENT OF RENTS is executed by NBD BANK, not personally but as Trustee under Trust No. 2826-EG. 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.

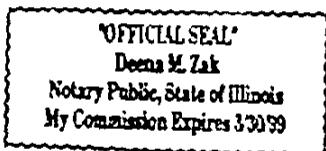
In the event of any conflict between the provisions of this executory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

WITNES :  
Wayne H. Goble, Jr.  
Assistant Vice President  
Annette N. Brusca  
Assistant Vice President  
NBD Bank, as Trustee under Trust No. 2826-EG  
and not individually

STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

I, Deena M. Zak, a Notary Public in and for said County in the State aforesaid, do hereby certify that Annette N. Brusca, Assistant Vice President of NBD Bank, and Wayne H. Goble, Jr., Assistant Vice President personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Asst. Vice President, 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 Assistant Vice President 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 9th day of August A.D. 1995



Deena M. Zak  
Notary Public

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2. It shall not in any way enter into any new lease or amend, assign, cancel or terminate any lease, accept a surrender, nor accept any payment of rent more than one month in advance, without the prior written consent of the Bank.
3. It will appear and defend or prosecute any action growing out of any lease at its own cost.
4. It has not previously assigned any of its rights under any lease; it has not accepted rent more than 30 days in advance of accrual; there is no present default by any tenant; all existing leases are in full force and effect and unmodified, except as shown; and to the best of its knowledge, no person or entity other than authorized tenants is in possession of the Premises.
5. It will not execute any other assignment of the leases or lease rentals as security for any debt without the prior written consent of the Bank.
6. The Bank may but shall not be required to make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of the Mortgagor under any lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. The Mortgagor will, immediately upon demand, reimburse the Bank for all such costs, expenses and fees, together with interest at the Default Rate (as defined in the Loan Agreement), all of which shall be added to the Debt.
7. The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease, and the Mortgagor agrees to indemnify the Bank and hold it harmless from all liability or damage which it may incur under any lease and from all claims and demands which may be asserted against it by reason of any alleged obligation on its part to perform any term of any lease. Should the Bank incur any liability, damages or costs associated with its defense, those amounts shall be secured by this Assignment and the Mortgage and the Mortgagor shall immediately reimburse the Bank upon demand for all such amounts together with interest at the Default Rate.

Any notice which either party may give or is required to give under this Assignment shall be made in writing and shall be delivered in the manner and to the applicable addresses or telecopier numbers set forth in the Loan Agreement.

If any provision of this Assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision shall be void to the extent of the conflict or unenforceability, and shall be severed from but shall not invalidate any other provision of this Assignment. No waiver by the Bank of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any other right or remedy of the Bank, nor affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Mortgagor, and all rights and remedies of the Bank are cumulative.

This Assignment binds and benefits the parties and their respective successors and assigns. If there is more than one Mortgagor, their obligations under this Assignment shall be joint and several.

This Assignment shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

**WAIVER OF JURY TRIAL:** The Bank and the Mortgagor, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based on or arising out of this Assignment or any related instrument or agreement, or any of the transactions contemplated by this Assignment, or any course of conduct, dealing, statements (whether oral or written), or actions of either of them. Neither the Bank nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Mortgagor except by a written instrument executed by both of them.

Executed by the Mortgagor on the date first written above.

## MORTGAGOR:

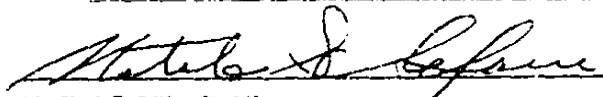
NBD Bank, not personally but solely as trustee as aforesaid

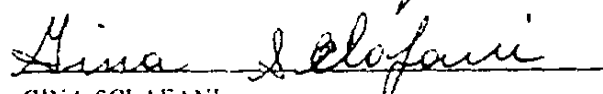
By: \_\_\_\_\_

Title: ~~EXONERATION PROVISION RESTRICTING ANY LIABILITY OF NBD BANK ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF.~~

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

  
NATALE SCLAFANI

  
GINA SCLAFANI

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the \_\_\_\_\_ of NBD BANK, as Trustee, and \_\_\_\_\_, the \_\_\_\_\_ thereof, who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, 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 Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

NOTARY PUBLIC

(SEAL)

### ACKNOWLEDGMENT

State of Illinois )  
 )  
County of Cook )

I, Lisa Mariconda, a Notary Public in and for said County and State, certify that Natale Scifano is personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that he signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal on 7<sup>th</sup> day of August, 1995.

My Commission Expires: 7-21-96

Lisa Mariconda Notary Public

### ACKNOWLEDGMENT

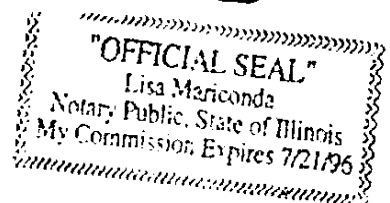
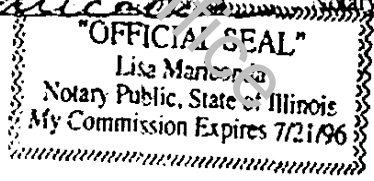
State of Illinois )  
 )  
County of Cook )

I, Lisa Mariconda, a Notary Public in and for said County and State, certify that Natale Scifano is personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, and appeared before me this day in person, and acknowledged that She signed and delivered the instrument as his/her free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal on 7<sup>th</sup> day of August, 1995.

My Commission Expires: 7-21-96

Lisa Mariconda Notary Public



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