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COOK COUNTY RECORDER  
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COOK COUNTY RECORDER

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## ASSIGNMENT OF RENTS

LENDER: Royal American Bank

BORROWER: LaSalle National Trust N.A., as Trustee u/t dated 8/15/67  
and known as Trust No. 36857

4/1

BOX 333-CTI

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a. Observe and perform all the obligations imposed upon the landlord under the Leases.

b. Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the written consent of Lender.

c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of rental payments.

d. Refrain from modifying or terminating any of the Leases without the written consent of Lender.

e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.

4. REPRESENTATIONS OF GRANTOR. Grantor represents and warrants to Lender that:

a. The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases.

b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Grantor or any assignee of Grantor.

c. No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.

d. Grantor has not accepted, and will not accept, rent in excess of one month in advance under any of the Leases.

e. Grantor has the power and authority to execute this Assignment.

f. Grantor has not performed any act or executed any instrument which might prevent Lender from collecting rents and taking any other action under this Assignment.

5. GRANTOR MAY RECEIVE RENTS. As long as there is no default under the Note described above, the Mortgage securing the Note, this Agreement or any other present or future obligation of Borrower ("Borrower" identified in the Note) or Grantor to Lender ("Obligations"), Grantor may collect all rents and profits from the Leases when due and may use such proceeds in Grantor's business

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operations and otherwise deal with the Property and leases in a manner not otherwise inconsistent with the terms of this Agreement.

6. **DEFAULT AND REMEDIES.** Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option; take possession of the real property and the improvements and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper; take possession of all personal property whether tangible or intangible, pursuant to Grantor's right in the Leases or identified in Exhibit B (Personal Property), to have, hold, manage, and continue to operate in conjunction with the premises or otherwise, on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all rents, income and profits from Premises and use of the Personal Property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all rents, income and profits to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the real property or Personal Property, and the management and operation of the real property or Personal Property. Lender may keep the Premises and Personal Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the rents, issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage. These amounts, together with attorneys' fees, legal expenses, and other costs, shall become part of the indebtedness secured by the Mortgage and for which this Assignment is given.

7. **POWER OF ATTORNEY.** Grantor irrevocably authorizes Lender as Grantor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the Personal Property or real property and improvements under this Assignment, to lease or re-lease the Personal Property and Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the Personal Property or the real property and improvements as Lender may deem proper. The receipt by Lender of any rents, income, benefit or profits under this Assignment after institution of foreclosure proceedings under the Mortgage shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.

8. **BENEFICIAL INTEREST.** Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Grantor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases

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by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, legal expenses, and reasonable attorneys' fees shall be secured by the Mortgage and added to the amounts due under the Note for which this Assignment was given. Grantor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Grantor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. NOTICE TO TENANTS: A written demand by Lender to the tenants under the Leases for the payment of rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of rents directly to Lender and to cure any default under the Leases without the necessity of further Consent by Grantor. Grantor hereby releases the tenants from any liability for any rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

10. INDEPENDENT RIGHTS. This Agreement and the powers and rights granted are separate and independent from any obligation contained in the Note, the Mortgage, this Agreement or any other present or future obligation of Borrower or Grantor to Lender. This Agreement and the powers and rights granted may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage or pursues any other remedy available to Lender under the Obligations. This Assignment is in addition to the Mortgage and shall not affect, diminish or impair the Mortgage or Obligations. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Mortgage.

11. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral.

12. WAIVER OF JURY TRIAL. Lender and owner hereby knowingly, voluntarily and intentionally waive the right either may have to trial by jury in respect to any litigation based on, or arising out of, under or in conjunction with the promissory note, this

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agreement and any other agreement contemplated to be executed in conjunction herewith or therewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. This provision is a material inducement for lender making the loan evidenced by the promissory note.

13. RENEWAL OR EXTENSION OF MORTGAGE. In the event the maturity date of the Note or Mortgage is extended because of a modification, renewal or extension of the secured indebtedness, this assignment shall be automatically extended to the new maturity or extension date and shall be enforceable against Grantor and Borrower on a continuous basis throughout all renewal and extension periods until such time as the underlying indebtedness has been retired and paid in full.

14. NOTICES. Any notice or other communication to be provided under this document shall be in writing and sent to the parties at the addresses described in this document or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by certified mail, postage prepaid, shall be deemed given three (3) days after such notice is sent and on any other such notice shall be deemed given when received by the person to whom such notice is being given.

15. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of this Agreement shall remain valid.

16. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys' fees, legal expenses and collection costs.

Attorneys' fees are defined for purposes of this document as the normal hourly rate charged by the attorneys, other professionals or paraprofessionals and their staff selected by Lender, multiplied by the actual number of hours spent by such attorneys, other professionals or paraprofessionals

17. BORROWER'S CONSENT AND AGREEMENT. In consideration of Lender's extension of credit to Borrower, Borrower acknowledges and consents to Grantor's agreement contained in this Agreement.

## 18. MISCELLANEOUS.

a. A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage, so long as, in Lender's opinion, such default results in the impairment of Lender's security.

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b. A violation by Grantor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage.

c. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

d. This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantor consents to the jurisdiction and venue of any court located in the state indicated in the address of the real property in the event of any legal proceeding under this Agreement.

e. Upon payment and satisfaction in full of the Obligations to Lender, Lender shall release and terminate its security interests hereunder and deliver to Grantor such evidence of such release as Grantor may reasonably request.

f. This Agreement is executed for business purposes. All references to Grantor in this Agreement shall include all persons signing below. (If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

19. EXCULPATION OF PERSONAL LIABILITY. This Assignment of Rents is executed by said Trustee, not personally, but as Trustee and it is expressly understood that nothing contained herein shall be construed as creating any personal liability on Trustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower, Grantor or Guarantor of the Obligations.

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: September 29, 1965

GRANTOR:  
BY RIDER ATTACHED HERETO AND MADE A PART HEREOF  
TRUST  
LASALLE NATIONAL BANK N.A., as  
Trustee u/t dated August 15,  
1967 and known as Trust No.  
36857

BY: Barbara Collins  
Trust Officer

Attest: Nancy A. Stuck  
Notary Public

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED September 27, 1995 UNDER TRUST NO. 36857

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as trustee only. 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 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 said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LaSalle National Trust, N.A., 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, undertaking 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 holder 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 LaSalle National Trust, N.A., 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 non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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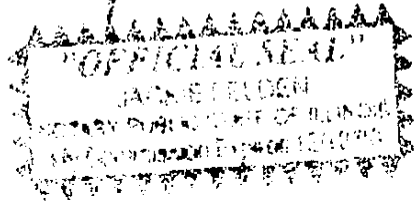
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State of Illinois )  
 ) ss  
County of Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that the above named Assistant Vice President and trust officer of LASALLE NATIONAL BANK N.A., a national banking association, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and 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 LASALLE NATIONAL BANK N.A. as Trustee, for the uses and purposes therein set forth, and the said trust officer then and there acknowledged that said trust officer as custodian of the corporate seal of said LASALLE NATIONAL BANK N.A. caused the corporate seal of said national banking association to be affixed to said instrument as said trust officer's own free and voluntary act and as the free and voluntary act of said LASALLE NATIONAL BANK N.A. for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25th day of September, 1995.

*Jackie Kelly*  
Notary Public



MAIL TO:  
This Instrument prepared by:  
Manetti & Griffith, Ltd.  
Two Oak Brook Place  
2311 West 22nd Street  
Suite 217  
Oak Brook, Illinois 60521  
(708) 573-5300

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## Schedule A

### Property

The street address of the Property is:

170 Gaylord, Elk Grove Village, Illinois 60007

Permanent Index No. 08-21-202-031-0000

The legal description of the Property is:

Lot 42 in Higgins Road Commercial Unit No. 28, a  
Resubdivision in Sections 21 and 22, Township 41 North,  
Range 11, East of Third Principal Meridian, in Cook  
County, Illinois

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## Schedule B

### LEASES

All agreements by and between LASALLE NATIONAL BANK N.A., as Trustee u/t dated August 15, 1967 and known as Trust No. 11-36857-00, its agents or its beneficiaries with any other party or entity for use of the Property or any portion of the Property identified in Schedule A.

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