

UNOFFICIAL COPY

95795536

DEPT-01 RECORDING \$31.00
T00012 TRAM 7682 11/16/93 11144100
07260 \$ CG # 95-795536
COOK COUNTY RECORDER

Property of Cook County

756,7370
L Ball

3/10/94

ASSIGNMENT OF LEASES AND RENTS

(LAND TRUST)

NOW ALL MEN BY THESE PRESENTS, that

LOAN NO. 000-12068-3

STATE BANK OF COUNTRYSIDE A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ILLINOIS NOT PERSONALLY BUT AS TRUSTEE UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST DULY RECORDED AND DELIVERED TO THE UNDERSIGNED IN PURSUANCE OF A TRUST AGREEMENT DATED JULY 10, 1992 AND KNOWN AS TRUST NUMBER 92-1176

(the "Assignor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

a federal savings and loan association, located at 3525 West 63rd Street, Chicago, Illinois 60629 (hereinafter referred to as the "Assignee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases or sub-leases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted; including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases") relating to those certain parcels of real estate situated in the County of COOK State of Illinois, described in Exhibit "A" attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or virtue of the Leases. (See Attached, Exhibit "A")

This Assignment is made and given as collateral security for, and shall secure the payment in full and the performance of all obligations, covenants, promises and agreements contained herein in the Mortgage ("Mortgage"), and in any and all security agreements from the Assignor to the Assignee dated contemporaneously herewith ("Security Agreements").

LASER DOCUMENTS - SWP/DMM
RENTR-TRU-1 & M RENTR-TRU

BOX 333-CTI

95795536

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under the Leases, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

The Assignor warrants to the Assignee that the Assignor has good right, title and interest to make this Assignment and that the Assignor has not heretofore alienated, assigned, pledged, hypothecated or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the premises, but so long as no event of default shall exist under the Mortgage or the other security agreements, and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of the Leases as they respectively become due, but not in excess of one month's installment thereof paid in advance.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenants or other obligor under the Leases upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by any tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues and profits of the premises and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage or any other of the loan documents, the Assignee may, at its option, (i) take actual possession of the Premises heretofore described, or of any part thereof, personally or by agent or attorney, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents or servants, therefrom and hold, operate, manage and control the premises, and at the expense of the premises, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the premises, or any part thereof, and insure and reimburse the same, and lease the premises in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in such case have the right to manage and operate the said premises and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the premises, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

- (a) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured;
- (b) to the payment of all proper charges and expenses including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

95795536

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

- (c) to the payment of any sum secured by a lien or encumbrance upon the premises; and
- (d) to the cost of completing any improvements being constructed on or about the premises.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the premises.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee, execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to off-set any claim or liability owing from it to any obligor on any Lease against sums due or to become due from such obligor under any Lease.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the premises are located, not to further assign or encumber its rights under any Lease to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees not to amend, modify or terminate any Lease without the prior written consent of Assignee. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of the Leases to Assignee.

Assignor warrants that it has heretofore delivered to Assignee a true and correct copy of the Leases, that the Leases have not been amended or modified in any respect, that the same continue in full force and effect and that both the lessor and the lessee thereunder are in full compliance with all of their respective covenants therein contained and that no event for terminating any Lease by either the lessor or the lessee thereunder exists.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the premises by the Assignee, be deemed or construed to constitute the Assignee as a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under the Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignor or any one for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should the Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Mortgage at the time of occurrence shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Assignee therefore immediately upon demand. Assignor's obligation to so pay to receive payment of the indebtedness hereby secured and the release of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the said Mortgage, or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage, or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce 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 rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suits to foreclose the liens of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

This Assignment shall be assignable by the Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby.

This Assignment of Leases and Rents is executed by **STATE BANK OF COUNTRYSIDE**, as Trustee under Trust Agreement dated **JULY 10, 1992**, and known as Trust No. **92-1176** in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this Assignment of Leases and Rents shall be construed as creating any liability on the Trustee, in its individual capacity, to pay the Note or any interest that may accrue thereon or any fee or charge that may become payable under the Mortgage or the Note, or to perform any covenant (either expressed or implied) contained in the Mortgage or the Note, all such liability, if any, being hereby waived by Mortgagee and every person hereafter claiming any right or security hereunder. So far as the Trustee and its successors are concerned, Mortgagee and the owner of any indebtedness accruing thereunder shall, in the event of a default, look solely to any one or more of the following for the payment of the indebtedness due under the Note or the Mortgage:

- (a) The assets of the trust, including the Land and the rents, issues and profit thereof, by the enforcement of the lien hereby created; and
- (b) The enforcement of any remedy available under the Other Security Agreements.

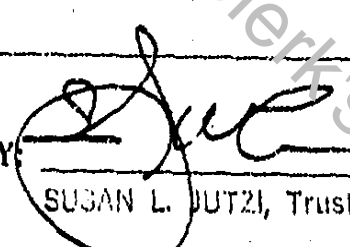
Dated as of this 30th day of October, 1995.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused this Assignment of Leases and Rents to be executed by its President, and its corporate seal affixed and attested by its as of the date first above written.


NOTE: EXONERATION CLAUSE

This Note is executed by State Bank of Countryside, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by each original and successive owner or holder of this Note that nothing herein contained shall be construed as creating any personal liability on State Bank of Countryside to pay this Note or any interest that may accrue thereon or any fee or charge that may become payable under the Mortgage or the Note, or to perform any covenant (either expressed or implied) contained in the Mortgage or the Note, all such liability, if any, being hereby waived by Mortgagee and every person hereafter claiming any right or security hereunder. So far as the Trustee and its successors are concerned, Mortgagee and the owner of any indebtedness accruing thereunder shall, in the event of a default, look solely to any one or more of the following for the payment of the indebtedness due under the Note or the Mortgage:

STATE BANK OF COUNTRYSIDE

BY: 
SUGAN L. DUTZI, Trust Officer

ATTEST:


JOAN CREADEN, Asst. Trust Officer

95-95536

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK)

98.

I, the undersigned

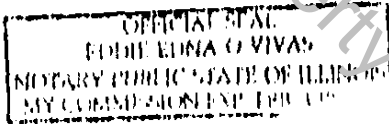
, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be ~~the~~ **JOHN L. JUTZI**, Trust ~~President~~ **STATE BANK OF COUNTRYSIDE**

a corporation, and **JOAN CREADEN**, Asst. Trust Officer personally known to me to be the Secretary 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 officers they signed and delivered the said instrument as such officers of said corporation 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, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1 day of Nov., A.D. 1995.



Eddie Edna G. Vivas
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:

& mail to:
SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION
4062 SOUTHWEST HIGHWAY
HOMETOWN, ILLINOIS 60456

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEGAL DESCRIPTION

EXHIBIT "A"

BORROWER/ENTITY: STAN LATEK

LOAN NO. 000-12068-3

PROPERTY ADDRESS: 10530 S. MAJOR, CHICAGO RIDGE, IL 60615

P.I.N.: 24-17-220-006-0000

LOT 6 (EXCEPT OUT-LOTS A AND B) IN RIDGEMONT SQUARE SUBDIVISION (EXCEPT THE RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, AND EXCEPT THAT PART LYING WITHIN THE WEST 480 FEET OF THE NORTH 510 FEET OF THE SOUTHEAST 1/4 OF SAID NORTHEAST QUARTER OF SECTION 17, AND EXCEPT THE NORTH 33 FEET (EXCEPT THE WEST 480 FEET) OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF THE WEST 2/5 OF THE EAST 1/2 OF THE SAID NORTHEAST 1/4) ALL IN COOK COUNTY, ILLINOIS.

of Cook County Clerk's Office

95795536

UNOFFICIAL COPY

Property of Cook County Clerk's Office