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75-75650 BR D2 3057

95851798

PREPARED BY/  
RETURN TO:  
Gary E. Green  
MARTIN & KARCAZES, LTD.  
30 North LaSalle St.  
Suite 4020  
Chicago, IL 60602  
(312) 332-4550

RECEIVED  
JAN 11 1988  
COOK COUNTY RECORDER

## ABSOLUTE AND UNCONDITIONAL ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, DEVON BANK, as successor trustee of Deerbrook State Bank, not individually but as Trustee u/t/a dated May 23, 1988 and known as Trust No. 473 (the "Trustee"), and GEORGE STERGIADIS and EULALIA STERGIADIS, as the beneficiaries of Trust No. 473 (the "Beneficiaries"), (collectively hereinafter the Trustee and Beneficiaries are referred to as "Assignor"), the owners of the premises commonly known as 1369-85 West Lake Street, Chicago, Illinois, legally described in Exhibit A attached hereto, and 5517 N. Artesian, Chicago, Illinois, legally described in Exhibit B attached hereto, do hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, absolutely and unconditionally transfers, sells, assigns and sets over unto ARCHER BANK, whose principal place of business is at 4970 South Archer Avenue, Chicago, Illinois 60632 (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by the Trustee, George Stergiadis and Eulalia Stergiadis, as Co-Makers, secured by a certain Mortgage on the properties legally described in Exhibits A and B hereto dated November 17, 1995, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and all leases now in effect or that become in effect in the future, and all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby irrevocably appoint said Assignee as true and lawful agent in his name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or oral, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed

BOX 333-CTI

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proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns. The Assignor hereby represents and warrants the leases in effect as of this date are listed on Exhibit C hereto and made a part hereof.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine, on account of the following:

1. Expenses and attorneys' fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.

2. Expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.

3. Taxes and assessments levied against said premises.

4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.

The Assignee shall have the right and power to exercise this Absolute and Unconditional Assignment of Leases and Rents with or without notice to Assignor of a default under the Mortgage and/or Note as defined and provided therein. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Absolute and Unconditional Assignment of Leases and Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

The Assignor hereby agrees to save, defend, indemnify and hold harmless Assignee from and against any and all liability which may arise or has arisen with respect to the holding and refunding of any and all security deposits tendered by any and all tenants,

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whether under written or oral agreement, at the premises, unless the security deposits are specifically held and maintained by Assignee.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 16<sup>th</sup> day of November, 1995.

EXCULPATORY POWER ATTORNEYS  
DEVON BANK

DEVON BANK, as successor of  
Deerbrook State Bank,  
Not personally but as Trustee under  
Trust Agreement dated May 23,  
1988 and known as Trust No. 473

Attest:

By: [Signature]  
Its: Secretary

By: [Signature]  
Its: Vice-President ANDREW H. DOBZYN  
TRUST OFFICER

GEORGE STERGIADIS

George Stergiadis

EULALIA STERGIADIS

Eulalia Stergiadis

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

The undersigned, a Notary Public in and for said county in the aforesaid state, does hereby certify that Andrew Dobzyn and [Signature], personally known to me to be the same persons whose name are subscribed to the foregoing instrument, and are [Signature] and [Signature], respectively, of Devon Bank, appeared before me this day in person and acknowledged they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of Devon Bank, as Trustee under Trust No. 473 and with the authority to so act, for the uses and purposes herein set forth.

Date: November 16<sup>th</sup>, 1995

[Signature]  
Notary Public  
My Commission expires: \_\_\_\_\_



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State of Illinois       )  
                              ) ss.  
County of Cook        )

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that GEORGE STERGIADIS and EULALIA STERGIADIS, known to me to be the same persons whose names are subscribed to the foregoing instrument, and as the beneficiaries of Devon Bank Trust No. 473, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Date: November 6, 1995

  
Notary Public

My Commission expires: 11-6-97

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This instrument is executed by Devon Bank, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by Devon Bank are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against Devon Bank by reason of any of the covenants, statements, representation, indemnification or warrants expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that Devon Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, 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 law suit 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 exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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## EXHIBIT A

LOT 2 (EXCEPT THE NORTH 125 FEET OF THE WEST 22 FEET OF THE EAST 233.15 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR SHELDON (NOW LOOMIS STREET) IN ASSESSOR'S DIVISION OF THE PART LYING SOUTH OF LAKE STREET OF LOT 3 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-08-324-003-0000  
17-08-324-002-0000  
17-08-324-004-0000

Commonly known as: 1359-1385 West Lake Street, Chicago, IL

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## EXHIBIT B

Lot 18 in Block 6 of Fred W. Brummel & Co.'s Lincoln Bryn Mawr Western Subdivision, being a Subdivision of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 12 and that part Easterly of Lincoln Avenue of the West 1/2 of the East 1/2 of the Northeast 1/4 of said Section 12 (excepting therefrom that part thereof lying South of a line 200 feet North of the North Line of Berwyn Avenue) all in Township 40 North, Range 13 East of the Third Principal Meridian (except the streets heretofore dedicated), in Cook County, Illinois.

Permanent Real Estate Index Number: 13-12-209-018-0000

Common Address: 5517 North Artesian  
Chicago, Illinois 60625

RECEIVED - RECORDING \$35.00  
13-12-209-018-0000 12/07/75 11:04:00  
13-12-209-018-0000 12-95-251798  
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