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PREPARED BY:

Michael R. McGhee
(CLOS Center)

WHEN RECORDED RETURN TO:

NBD BANK
8001 Lincoln Avenue
Skokie, Illinois 60077

ATTN: Laurreta M. Burke

DEPT-01 RECORDING \$25.00
140012 TRAN 1930 01/26/95 14:32:00
\$1450 ; RB # - 95-060760
COOK COUNTY RECORDER

This instrument does not affect the tax liability to be made and the information Form required to be recorded with this instrument.



Assignment of Real Estate Leases and Rentals

EDWARD FIGLEWICZ, AN UNMARRIED PERSON

Assignment dated January 17, 1995, by ~~Edward Figlewicz~~ ("Mortgagor") whose address is 3358 Dempster Street, Skokie, Illinois 60076 to NBD Bank, an Illinois banking corporation ("Bank") whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

Mortgagor has executed and delivered to Bank a Mortgage on the following described real property (the "Premises"),

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

SEE ATTACHED EXHIBIT "A" CONSISTING OF ONE (1) PAGE FOR LEGAL DESCRIPTION

Commonly known as: 3358 Dempster Street, Skokie, Illinois 60076

Tax Parcel Identification No.: 10-14-423-034-0000, 10-14-423-035-0000, 10-14-423-036-0000, 10-14-423-037-0000, and 10-14-423-038-0000

For the purpose of further securing the Mortgage and the underlying debt secured by the Mortgage ("the Debt"), Mortgagor assigns to the Bank all leases now in existence or executed at a later date, 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. Mortgagor will provide copies of any future leases and lease amendments to Bank.

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. Mortgagor will fulfill and perform its obligations under all leases and give Bank prompt notice of any default in the performance of the terms and conditions of the leases by either Mortgagor or tenant, together with copies of notices sent or received by Mortgagor in connection with any lease.
2. Mortgagor shall not in any way 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, except that Mortgagor may increase lease rentals without the Bank's consent.
3. Mortgagor will appear and defend or prosecute any action growing out of any lease at the Mortgagor's cost and expense.
4. 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. Mortgagor will, immediately upon demand, reimburse the Bank for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Debt, all of which shall be added to the Debt.
5. Mortgagor 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.
6. The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease and 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 terms

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EXHIBIT "A"

PARCEL 1:

LOT 251 IN SWENSON BROTHERS SECOND ADDITION TO COLLEGE HILL ADDITION TO EVANSTON BEING A SUBDIVISION OF LOTS 5 AND 6 (EXCEPT THE EAST 660 FEET THEREOF) IN ASSESSOR'S DIVISION OF THE SOUTH EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1923 AS DOCUMENT 8150327, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

LOTS 267 AND 268 IN SWENSON BROTHERS SECOND ADDITION TO COLLEGE HILL ADDITION TO EVANSTON BEING A SUBDIVISION OF LOTS 5 AND 6 (EXCEPT THE EAST 660 FEET THEREOF) IN ASSESSOR'S DIVISION OF THE SOUTH EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1923 AS DOCUMENT 8150327, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

LOTS 267 AND 268 IN SWENSON BROTHERS SECOND ADDITION TO COLLEGE HILL ADDITION TO EVANSTON BEING A SUBDIVISION OF LOTS 5 AND 6 (EXCEPT THE EAST 660 FEET THEREOF) IN ASSESSOR'S DIVISION OF THE SOUTH EAST 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1923 AS DOCUMENT 8150327, IN COOK COUNTY, ILLINOIS.

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