UNQEFICIAL COPY



ASSIGNMENT OF RENTS AND LEASES

This Indenture made this 12th day of January, 1995, by and between CHICAGOLAND HOUSING REHABILITATION CORPORATION, an Illinois not-for-profit corporation, (hereinafter referred to as "Borrower") and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, (hereinafter referred to as "Lender").

WITHESSETH: BOX 260

WHEREAS, Borrower is justly indebted to Lender and in evidence of such debt, has executed and delivered to Lender a Note in the principal amount of Forty-seven Thousand Five Hundred (\$47,500) Dollars secured by a Mortgage of even date herewith covering real estate in Cool County, Illinois and related rixtures, equipment and personal propercy (hereinafter referred to as "Premises") described in Exhibit "A" attached hereto and by this reference made a party hereof;

NOW, THEREFORE, in consideration of the loan referred tog; above, Borrower hereby grants, transfers and assigns unto Lender all the right, title and interest of Borrower in and to all of the easements, rents, issues, profits, revenues, royalties, rights and benefits (herein collectively reterred to as "Rents") of and from the Premises, and to that end Borrower hereby transfers and assigns unto Lender all leases of all or part of the Premises now. existing or hereafter made, executed or delivered, whether oral orto written, together with any and all renewals, extensions and modifications thereof and any guarantees of the Lessee's obligations under any thereof (all of said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as the "Leases") for the purpose of securing the payment of the Note, the Mortgage or this; Assignment, however and whenever incurred, whether direct or; indirect, absolute or contingent, due or to become due, including any and all extensions, modifications or renewals of the Note, the Mortgage or this Assignment or any debt or liability arising thereunder (herein collectively referred to as the "Debts").

This Assignment shall be in full force and effect until the Debts shall have been fully paid and satisfied.

Borrower hereby authorizes and empowers Lender to collect any and all Rents as they become due and to take such measures, legal or equitable, as may be necessary to enforce collection, and hereby directs each and all of the Lessees of the Premises, or any part thereof, to pay any such Rents as may now be due or shall hereafter become due to Lender upon demand by Lender. It is understood and agreed, however, that no such demand shall be made unless and until there is an event of default under the Note and Mortgage, after the notice therein required. Lessees shall pay the Rents to Lender upon such demand without further inquiry, and payment to Lender shall be a full defense by any such Lessee to any claim for the

2702

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Rents by Borrower, regardless of any defense or counterclaim Borrower might have against Lender. Until such demand is made, Borrower is authorized to collect the Rents; provided, however, Borrower shall not collect any Rents more than one month in advance without the written consent of Lender, except for customary deposits as security for the performance of the Lessees thereunder (herein the advanced payment of the final month's Rent under a lease if the same be intended as, or in lieu of, a security deposit shall be considered a security deposit).

This Assignment shall inure to the benefit of Lender as holder of the Note, and to Lender's assigns and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

CHICAGOLAND HOUSING REHABILITATION CORPORATION, an Illinois not-for-profit corporation

Junit Clouts Office

Aresident

ATTEST:

Secretary

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STATE OF ILLINOIS) . DEFI OF RECOFDING \$27.00
COUNTY OF C O O K) COOK COUNTY RECORDER
County DO HEREBY CERTIFY THAT THAT CALL KILL President and
personally known to me to be the same person whose names are subscribed to the foregoing instrument as such President and Secretary 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 Company, for the uses and purposes therein set forth; and as
custodian of the corporate seal of said Company, did affix the corporate shal of said Company to said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.
Given under my hand and meal this day of Articles 1995. Notary Public
My Commission Expires: 12-96
"OFFICIAL SEAL " Theress M. Lupi Notary Public, State of Minols My Complete.
This Instrument was Prepared by: My Commission Expres 10/3/98
Edwin Josephson, Esq. Chuhak & Tecson, P.C. 225 West Washington Street Suite 1300
Chicago, Illinois 60606 (312) 368-4666 or (312) 444-9300
Please Mail All Recorded Documents To:
Suite 1300 Chicago, Illinois 60606 (312) 368-4666 or (312) 444-9300 Please Mail All Recorded Documents To: LaSalle Northwest National Bank 4747 West Irving Park Road Chicago, Illinois 60641

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 44 in Block 10 in Cragin's being Charles B. Hosmer's Subdivision of part of the Southeast 1/4 Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Said Premises are more commonly known as: 5016 West St. Paul S-33-413
OF COOK COUNTY CLOTH'S OFFICE Avenue, Chicago, Illinois 60639.

P.I.N.: 15.33-413-041-0000.

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