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95120160

ASSIGNMENT OF RENTS AND LEASES

January 31, 1995

Cosmopolitan Bank & Trust, successor Trustee to First Bank of Oak Park, not personally but solely as Trustee under a Trust Agreement dated January 30, 1950 and known as Trust Number 2259 ("First Party"), in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which are hereby acknowledged, does hereby assign, transfer and set over unto Belcorp Financial Services, Inc., an Illinois corporation ("Lender"), and its successors and assigns all the rents, earnings, income, issues and profits of and from the Premises (as such term is defined below) that are now due and that may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the Premises which First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by Lender under the powers hereinafter granted to it, it being the intention hereof to make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income and profits thereunder, unto Lender herein, all relating to the "Real Estate" situate, lying and being in Cook County, Illinois and described in Exhibit A attached hereto, which, with the property hereinafter described, is referred to herein as the "Premises."

95120160

PERMANENT TAX NUMBERS OF PREMISES:

16-17-127-026 and
16-17-127-037

THIS DOCUMENT WAS PREPARED BY:

Robert L. Cimala
Cimala & Associates, P.C.
5 N. Lincoln St.
Hinsdale, Illinois 60521

DEPT-11 RECORD TOR \$31.50
7:0013 TRAN 1420 02/21/95 14:40:00
#2767 # APT # 95-120160
COOK COUNTY RECORDER

AFTER RECORDING THIS DOCUMENT
SHOULD BE RETURNED TO:

Belcorp Financial Services, Inc.
Suite 125
120 E. Ogden Avenue
Hinsdale, Illinois 60521
Attention: Mr. Norman J. Beles, President

ADDRESS OF ABOVE PREMISES:

200-210 W. Harrison Street
Oak Park, Illinois 60304

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, in-a-door beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said Real Estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the Premises by First Party or its successors or assigns shall be considered as constituting part of the Real Estate.

This Assignment of Rents and Leases is given to secure payment of the principal sum of Two Hundred Thousand and NO/100 Dollars (\$200,000.00) plus interest upon a Revolving Credit Note dated January 31, 1994 executed by First Party in favor of Lender and any extension, renewal or other modification thereof (the "Note"), and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges that may have accrued or may hereafter accrue have been fully paid.

This Assignment of Rents and Leases shall not become operative until a default exists in the payment of principal, interest or other charges due and payable under the Note.

Without limitation of any of the legal rights of Lender as the absolute assignee of the rents, issues and profits of the Premises and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by First Party, First Party will, whether before or after the Note is declared to be immediately due, or before or after any sale therein, forthwith, upon demand of Lender, surrender to Lender and Lender shall be entitled to take actual possession of the Premises or of any portion thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the Note, enter upon, take and maintain possession of all or any portion of the Premises, together with all documents, books, records, papers and accounts of First Party relating thereto, and may exclude First Party, its agents or servants wholly therefrom and may, in its own name, as assignee under this Assignment of Rents and Leases, hold, operate, manage and control the Premises and conduct the business thereof, either personally or by its agents, and may, at the expense of the Premises, from time to

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time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as to it may seem judicious, and may insure and reinsure the same, and may lease the Premises in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the Note, and may cancel any lease or sublease for any cause or on any ground that would entitle First Party to cancel the same, and in every such case Lender shall have the right to manage and operate the Premises and carry on the business thereof as it shall deem best, and Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and all payments that may be made for taxes, assessments, insurance and prior or proper charges on the Premises or any portion thereof, including the just and reasonable compensation for the services of Lender and of its attorneys, agents, clerks, servants and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management and control of the Premises and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Lender against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Lender hereunder, Lender may apply any and all moneys arising as aforesaid:

(1) To the payment of the principal from time to time unpaid on the Note;

(2) To the payment of the interest accrued and unpaid on the Note;

(3) To the payment of any late charges or other charges accrued and unpaid on the Note; and

(4) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in subparagraphs (1), (2) and (3) above, to First Party.

This Assignment of Rents and Leases shall be assignable by Lender and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective heirs, beneficiaries, executors, administrators, legal representatives, successors and assigns of Lender and of each of the parties hereto.

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The failure of Lender or any of its agents, attorneys, successors or assigns to avail itself or themselves of any of the terms, provisions and conditions of this Assignment of Rents and Leases at any time or times shall not be construed or deemed to be a waiver of any of its or their rights under the terms hereof, but Lender or its agents, attorneys, successors or assigns shall have full right, power and authority to enforce this Assignment of Rents and Leases or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the Note in full shall automatically operate as a release of this Assignment of Rents and Leases.

This Assignment of Rents and Leases is executed by Cosmopolitan Bank & Trust, not personally but as Trustee under a Trust Agreement dated January 30, 1950 and known as Trust Number 2259 as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and Cosmopolitan Bank & Trust hereby warrants that it possesses full power and authority to execute this Assignment of Rents and Leases), and it is expressly understood and agreed that nothing contained herein or in the Note shall be construed as creating any personal liability on Cosmopolitan Bank & Trust to pay the Note or any interest or late charge that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Cosmopolitan Bank & Trust is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided.

IN WITNESS WHEREOF, First Party has executed this Assignment of Rents and Leases the day and year first above written.

Cosmopolitan Bank & Trust, not personally but as Trustee under Trust Number 2259 as aforesaid

By: Frank J. Pancher III
Title: Trust Officer

Attest:

By: John W. Wood
Title: Assistant Secretary

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Exhibit A

LOTS 21, 22, 23 AND 24 IN McBROOM'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN.

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