

ASSIGNMENT OF RENTS AND LEASES

ASSIGNMENT, made this 10th day of April, 1995

DEPT-01 RECORDING

\$27.50

TRAC008 TRAN 1217 05/09/95 10:16:00

49082 : VF in 95-304122

COOK COUNTY RECORDER

RECITALS:

A. American National Bank & Trust Company of Chicago, not personally but as Trustee Under Trust Agreement dated 6-22-83 and known as Trust No. F79FB of Cook County, Illinois, (the "Owner"), is present owner in fee simple of real property located in the Village of River Forest, Cook County, Illinois, described as follows:

Commonly Known As: 1218 Winnetka Street, River Forest, Illinois 60306 Parcel I.D. #: 15-01-217-018

B. First of America Bank-Illinois, N.A., of 325 W. Milwaukee Avenue, Libertyville, Illinois 60048 (the "Bank") has made or agreed to make a certain loan or loans in the principal sum of \$ 195,000.00 (collectively the "Loan") secured in part by an assignment of leases covering all or a portion of the property described above (the "Property"); and

C. A part or all of the Property has been demised under a lease (the "Lease") dated between Owner and , (the "Lessee") of , Illinois; and

D. The Bank, as a condition to making or renewing the Loan, requires an assignment of all the rights, interest and privileges, which the Owner has and may have in any lease or leases, now existing or hereafter made, affecting the Property, or any part thereof, with all rents, income and profits due and becoming due therefrom, including, but not limited to, the Lease, and the rents, issues and profits therein provided, as additional security for payment of the Loan.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is acknowledged by Owner, Owner hereby assigns, transfers, and sets over unto Bank all the rights, interests and privileges, which the Owner has and may have in any lease or leases, now existing or hereafter made, affecting the Property, or any part thereof, with all rents, income and profits due and becoming due therefrom, including, but not limited to, the Lease, and rents, issues and profits therein provided and all monies due and to become due in connection with the exercise by the Lessee of any option, if any, to purchase the Property leased, all as additional security for payment of the Loan and any modifications, extensions or renewals thereof.

- 1. Owner covenants and agrees to and with Bank that Owner will not without the prior written consent of Bank: (a) Cancel or forfeit the Lease (by summary proceedings or otherwise); (b) Accept a surrender thereof; (c) Reduce the rent; (d) Modify the Lease in any way, either orally or in writing; (e) Grant any concession, in connection with the Lease, either orally or in writing; (f) Consent to an assignment of the Lessee's interest in the Lease, or to a sub-letting; (g) Collect, or accept payment of, rent under the Lease in advance, except as required to be paid in advance by the terms of the Lease; (h) Subordinate, or consent to subordination of the interest of the Lessee in the Lease; and any of the above acts, if done without the prior written consent of Bank, shall be null and void.

2. Bank, by acceptance of this assignment, covenants and agrees to and with the Owner, that, until a default shall occur in the performance of Owner's covenants or in making of the payments provided for in the Loan or in the terms and conditions of the Loan, Owner may

Handwritten signature and number 2750

UNOFFICIAL COPY

MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS ASSIGNMENT OR THE INDEBTEDNESS.

OWNER: American National Bank & Trust Company of Chicago, not personally but as Trustee, Under Trust Agreement dated 6-27-83 and known as Trust No. 57958.

This instrument is executed by the undersigned Loan Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in him, such Trustee, in a separate instrument of assignment dated 6/27/83 of the warrant, inasmuch as representation, covenant, or other duty or obligation incurred by the Trustee in the execution of this instrument shall not be binding on the Trustee or shall not be enforceable against the Trustee on account of any warranty, indemnity, representation, or covenant, undertaking or agreement of the Trustee in this instrument.

[Signature]
2ND VICE PRESIDENT

STATE OF ILLINOIS)
) SS.

COUNTY OF Cook)

On this 19TH day of April in the year 1996, before me personally appeared P. JOHANSEN
2ND V.P.

Individual to me known to be the person(s) described in and who executed the foregoing instrument and (soverally) acknowledged to me that he/sha/they executed the same.

Partnership to me known to be a partner in the partnership described in and he/sha/they which executed the foregoing instrument and acknowledged to me that such partnership executed the same.

Corporation to me known to be an officer in the corporation described in and he/sha/they which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

Limited Liability Company to me known to be a member in the limited liability company described in the foregoing instrument and who executed the same and acknowledged to me that being duly authorized he/sha/they executed the foregoing instrument as the free and voluntary act of such limited liability company.

THIS DOCUMENT DRAFTED BY & WHEN RECORDED RETURN TO:
ROLAND D. YTURREALDE (GC/PR)
c/o First of America Bank-Illinois, N.A.
325 N. Milwaukee Avenue
Libertyville, Illinois 60048
ATTENTION: LOAN OPERATIONS

L. M. Sovienski
Notary Public



County, Illinois
My Commission Expires: _____

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9530-1112

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9 5 3 0 4 1 2 2
EXHIBIT A
TO
REAL ESTATE MORTGAGE

Description of Real Estate

TAX IDENTIFICATION NUMBER: 15-01-217-016

THE S 15 FEET OF LOT 8, ALL OF LOT 9 AND THE N 10 FEET OF LOT 10 IN BLOCK 12 IN O.C. BRAESE'S SUBDIVISION OF THE E 1/2 OF THE W 1/2 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1216 WILLIAM STREET, RIVER FOREST, ILLINOIS 60305

Property of Cook County Clerk's Office

95304122

2007-11-22

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STATE OF ILLINOIS

DEPARTMENT OF REVENUE

OFFICE OF THE COMPTROLLER

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois at Springfield, this 1st day of January, 1900.

COMPTROLLER OF THE STATE OF ILLINOIS

Property of Cook County Clerk's Office

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