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95393318

This document prepared by  
and when recorded mail to:  
NEAL M. GOLDBERG  
222 NORTH LA SALLE ST.  
SUITE 2310  
CHICAGO, IL 60601

DEPT-01 RECORDING \$41.00  
T50011 TRAN 7220 06/19/95 12:01:00  
19267 RV \*-95-393318  
COOK COUNTY RECORDER

RECORDER'S STAMP

ASSIGNMENT OF LEASES AND RENTS

This Assignment made as of June 1, 1995, by NBD BANK, an Illinois corporation, not personally, but as Trustee under Trust Agreement dated May 5, 1995, and known as Trust No. 4911-AH ("First Party") and LIFESTYLE HOMES BY JOHN G. HOWARD, INC., an Illinois corporation, and JOHN G. HOWARD and LINDA K. TAYLOR-HOWARD (collectively the "Beneficiaries") (hereinafter First Party and Beneficiaries are sometimes collectively referred to as the "Assignors") to SUCCESS NATIONAL BANK, a National Banking corporation ("Lender").

WHEREAS, Beneficiaries have made and delivered to Lender their Promissory Note (the "Note") in the principal sum of \$723,106.00; and

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WHEREAS, First Party has further executed and delivered its Mortgage (the "Mortgage") to secure the principal and interest under the Note and certain other indebtedness described in said Mortgage, which Mortgage conveys the premises (the "Premises") described in Exhibit "A" hereto; and

WHEREAS, the Assignors (hereinafter sometimes called the "undersigned") are desirous of further securing the principal and interest under the Note and the Indebtedness Hereby Secured, as defined in the Mortgage.

NOW THEREFORE, the undersigned, for and in consideration of these present and the mutual agreements herein contained and as further and additional security to Lender, and in consideration of the sum of TEN DOLLARS (\$10.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer unto Lender all leases of the Premises, or any part thereof, together with all the rents, issues and profits not due and which may hereafter become due under or by virtue of any lease, whether written or verbal, of any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made

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or agreed to by Lender under the powers herein granted, together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements, and all the avails thereof, to Lender, and do hereby appoint irrevocably Lender their true and lawful attorney in their name and stead and hereby authorize Lender (with or without taking possession of the Premises), to lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Premises with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represent and agree that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced or discounted or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set off against any person in possession of any portion of the Premises. The undersigned agrees not to make any other or further assignment of the rents or profits or leases prior to the release of this Assignment.

Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted by Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees to execute and deliver immediately upon the request of the Lender, all such further assurances and assignments in the Premises as Lender shall from time to time reasonably require.

Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur an Event of Default as defined in the Note or Mortgage and nothing herein contained shall be deemed to affect or impair any rights which Lender may have under the Note and Mortgage or any other instrument herein or therein mentioned.

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In any case in which, under the provisions of the Mortgage, Lender has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of Lender, the undersigned agrees to surrender to Lender and Lender shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Lender in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned or then owner of the Premises relating thereto, and may exclude the undersigned, its agents or servants, wholly therefrom and may as attorney in fact or agent of the Assignors, or in their own name under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any time hereafter, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undersigned to cancel the same, to elect to disaffirm any lease or sublease made prior to or subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability, under any leases or rental agreements relating to the Premises, and the Assignors shall and do hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reasons of any alleged obligations or undertakings or its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Lender incur any such liability, loss or damage, under said Leases or under or by reason of this assignment thereof, or in the defense of any claims or demands the undersigned agrees to reimburse Lender for the amount thereof, including direct costs, direct expenses and reasonable attorney's fees, immediately upon demand.

Lender, in the exercise of the rights and powers conferred upon it by this assignment, shall have full power to use and apply the avails, rents, issues and profits of the Premises and to the payment of or on account of the following, in such order as Lender may determine:

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- (a) To the payment of the operating expenses of the Premises, including costs of management and leasing thereof (which shall include reasonable compensation to Lender and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), to establish claims for damages, if any, and to pay premiums on insurance hereinabove authorized;
- (b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such conditions as will, in the reasonable judgment of Lender, make it readily rentable;
- (d) To the payment of any Indebtedness Hereby Secured, as defined by the Mortgage, or any deficiency which may result from any foreclosure sale.

The undersigned further specifically and irrevocably authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rent agreed upon in any tenancy to Lender upon receipt of demand from Lender to pay the same.

It is understood and agreed that the provisions set forth in this assignment herein shall be deemed a special remedy given to Lender, and shall not be deemed exclusive of any of the remedies granted in the Mortgage but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any instrument securing the Note, all of which remedies shall be enforceable concurrently or successively.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns (including successors by consolidation) of the undersigned, and any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to Lender shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATE June 1, 1995 UNDER TRUST NO. 4911-AH

This ASSIGNMENT OF RENTS is executed by NBD BANK, not personally but as Trustee under Trust No. 4911-AH. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said Trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues, or profits of or from said trust property. This instrument is executed by NBD BANK, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that NBD Bank, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenants herein contained.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, 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 lawsuit 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.

NBD BANK, as Trustee under Trust No. 4911-AH  
and not individually

by Annette G. Brusca  
Assistant Vice President

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WITNESSETH:

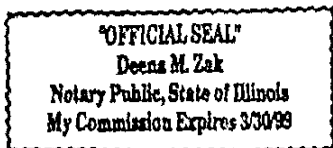
Wayne H. Goble, Jr.  
Assistant Vice President

STATE OF ILLINOIS )  
COUNTY OF Cook ) ss.

I, the undersigned Deena M. Zak, a Notary Public in and for said County in the State aforesaid, do hereby certify that Annette N. Brusca, Assistant Vice President of NBD Bank, and Wayne H. Goble, Jr., Assistant Vice President personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Vice President, respectively, 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 corporation, for the uses and purposes herein set forth, and the said Assistant Vice President did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8th day of June A.D., 19 95.

Deena M. Zak  
Notary Public



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It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all Indebtedness Hereby Secured in whatever form the said Indebtedness Hereby Secured may be until the Indebtedness Hereby Secured shall have paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by the undersigned, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness is fully satisfied before the expiration of any period of redemption.

This Assignment of Leases and Rents is executed by First Party, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against First Party or in funds at any time subject to such Trust Agreement because of or in respect to First Party's execution of this Assignment of Leases and Rents, all such liability, if any, being expressly waived by Lender and each assignee of Lender but nothing herein contained shall modify or discharge the personal liability of LIFESTYLE HOMES BY JOHN G. HOWARD, INC., an Illinois corporation, and JOHN G. HOWARD and LINDA K. TAYLOR-HOWARD, individually, and Lender and each assignee of Lender accepts this Assignment of Leases and Rents upon the express condition that no duty shall rest upon the First Party to sequester the rents, issues and profits arising from the property described herein.

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

NBD BANK, an Illinois Banking Corporation, not personally, but as Trustee under Trust Agreement dated May 5, 1995, and known as Trust No. 4911-AH,

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

EXEMPTION PROVIDED ESTABLISHING  
ANY LIABILITY OF NBD BANK ATTACHED  
HERE TO IS HEREBY EXPRESSLY WAIVED  
PART HEREOF.

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ATTEST: \_\_\_\_\_

ITS: \_\_\_\_\_

LIFESTYLE HOMES BY JOHN G. HOWARD, INC., an Illinois Corporation;

BY: John G. Howard  
PRESIDENT

ATTEST: Linda K. Taylor-Howard  
SECRETARY

John G. Howard  
JOHN G. HOWARD, INDIVIDUALLY

Linda K. Taylor-Howard  
LINDA K. TAYLOR-HOWARD, INDIVIDUALLY

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STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF C O O K                )

I, \_\_\_\_\_, a Notary Public, in and for said County in the State aforesaid do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, of NBD BANK, an Illinois Banking corporation,, not personally, but as Trustee under Trust Agreement dated May 5, 1995, and known as Trust No.4911-AH, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said Bank, as Land Trustee, for the uses and purposes therein set forth; and the said did also then and therein acknowledge that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument, as his own free and voluntary act and as the free and voluntary act of said Bank, as Land Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of June, 1995.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Commission Expires

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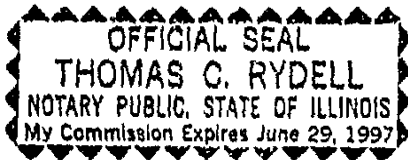
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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF ~~COOK~~ <sup>KANE</sup>     )

I, THOMAS C. RYDELL, a Notary Public, in and for said County in the State aforesaid do hereby certify that, JOHN G. HOWARD, President of LIFESTYLE HOMES BY JOHN G. HOWARD, INC., an Illinois corporation, and LINDA K. TAYLOR-HOWARD, its Secretary, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument 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.

Given under my hand and Notarial Seal this 3rd day of June, 1995.

*Thomas C. Rydell*  
NOTARY PUBLIC



Commission Expires

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## EXHIBIT "A"

LOT 18 IN BARRINGTON-DONLEA SUBDIVISION, BEING PART OF THE NORTH HALF (1/2) OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 13, 1958, AS DOCUMENT NUMBER 1781831.

P.I.N.: 01-04-205-058

Commonly known as: 240 DONLEA ROAD, BARRINGTON, ILLINOIS /HILLS

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