

UNOFFICIAL COPY

Harris Bank Glencoe-Northbrook N.A.
 333 Park Avenue
 Glencoe, IL 60022
 (Lender)

96624236

DEPT-01 RECORDING 335.00
 770001 TRAM 5001 06-15/98 09:31:00
 87317 LTRD * - 96 - 624236
 COOK COUNTY RECORDER

Any references to National Boulevard
 Bank of Chicago or Boulevard Bank
 National Association, shall mean
FIRST BANK NATIONAL ASSOCIATION,
 its successor through merger.

ASSIGNMENT OF RENTS

GRANTOR				BORROWER			
NATIONAL BOULEVARD BANK OF CHICAGO, * as Trustee, under Trust Agreement No. 2852 dated AUGUST 30, 1968. * A NATIONAL BANKING ASSOCIATION				JOHN L. MARKAY ROYER J. BAUM JOHN REESE			
ADDRESS				ADDRESS			
109 W. LONNQUIST BLVD. MT. PROSPECT, IL 60056				109 W. LONNQUIST BLVD. MT. PROSPECT, IL 60056			
TELEPHONE NO.		IDENTIFICATION NO.		TELEPHONE NO.		IDENTIFICATION NO.	
708-870-0248		344-18-1149		708-870-0248		344-18-1149	
OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FINANCING AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER	
WGS	VARIABLE	\$225,000	07/14/95	07/14/97			

1. ASSIGNMENT. In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), Grantor absolutely assigns to Lender all of Grantor's interest in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property described in Schedule A which is attached to this Agreement and incorporated herein by this reference and any improvements located thereon (the "Premises") including, but not limited to, the leases described on Schedule B attached hereto and incorporated herein by reference. This Assignment is to be broadly construed and shall encompass all rights, benefits and advantages to be derived by the Grantor from the Leases including, but not limited to all rents, issues, income and profits arising from the Leases and renewals thereof, and all security deposits paid under the Leases. This Assignment is an absolute assignment rather than an assignment for security purposes only.

2. MODIFICATION OF LEASES. Grantor grants to Lender the power and authority to modify the terms of any of the Leases and to surrender or terminate the Leases upon such terms as Lender may determine.

3. COVENANTS OF GRANTOR. Grantor covenants and agrees that Grantor will:

- a. Observe and perform all the obligations imposed upon the landlord under the Leases.
- b. Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the written consent of Lender.
- c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of rental payments.
- d. Refrain from modifying or terminating any of the Leases without the written consent of Lender.
- e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.

4. REPRESENTATIONS OF GRANTOR. Grantor represents and warrants to Lender that:

- a. The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases.
- b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Grantor or any assignee of Grantor.
- c. No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.

BOX 169

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- d. Grantor has not accepted, and will not accept, rent in excess of one month in advance under any of the Leases.
- e. Grantor has the power and authority to execute this Assignment.
- f. Grantor has not performed any act or executed any instrument which might prevent Lender from collecting rents and taking any other action under this Assignment.

5. GRANTOR MAY RECEIVE RENTS. As long as there is no default under the Note described above, the Mortgage securing the Note, this Agreement or any other present or future obligation of Borrower or Grantor to Lender ("Obligations"), Grantor may collect all rents and profits from the Leases when due and may use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all rents and profits into an account maintained by Grantor or Lender at Lender's institution.

6. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the real property and the improvements and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all rents, income and profits from the Premises, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all rents, income and profits to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the real property and the management and operation of the real property. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the rents, leases, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage. These amounts, together with attorneys' fees, legal expenses, and other costs, shall become part of the indebtedness secured by the Mortgage and for which this Assignment is given.

7. POWER OF ATTORNEY. Grantor irrevocably authorizes Lender as Grantor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the real property and improvements under this Assignment, to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the real property and improvements as Lender may deem proper. The receipt by Lender of any rents, income or profits under this Assignment after institution of foreclosure proceedings under the Mortgage shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.

8. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Grantor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, legal expenses, and reasonable attorneys' fees shall be secured by the Mortgage and for which this Assignment was given. Grantor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Grantor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. NOTICE TO TENANTS: A written demand by Lender to the tenants under the Leases for the payment of rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Grantor. Grantor hereby releases the tenants from any liability for any rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

10. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Mortgage and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage. This Assignment in addition to the Mortgage shall not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Mortgage.

11. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral. Grantor waives any right to a jury trial which Grantor may have under applicable law.

12. RENEWAL OR EXTENSION OF MORTGAGE. In the event the maturity date of the Note and Mortgage is extended because of a modification, renewal or extension of the secured indebtedness, this assignment shall be automatically extended to the new maturity or extension date and shall be enforceable against Grantor and Borrower on a continuous basis throughout all renewal and extension periods until such time as the underlying indebtedness has been retired and paid in full.

13. NOTICES. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in writing from time to time.

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14. **SEVERABILITY.** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

15. **COLLECTION COSTS.** If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys' fees, legal expenses and collection costs.

16. **MISCELLANEOUS.**

- a. A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.
- b. A violation by Grantor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage.
- c. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- d. This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantor consents to the jurisdiction and venue of any court located in the state indicated in the address of the real property in the event of any legal proceeding under this Agreement.
- e. This Agreement is executed for business purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

17. **ADDITIONAL TERMS**

This Mortgage is executed by Trustee, not personally, but as Trustee and it is expressly understood that nothing contained herein shall be construed as creating any personal liability on Trustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower or guarantor of the Obligations.

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: JULY 14, 1995

See Trustee's rider attached hereto and made a part hereof.

GRANTOR: NATIONAL BOULEVARD BANK OF CHICAGO
as Trustee under Trust Agreement No. 2852

A NATIONAL BANKING ASSOCIATION

GRANTOR:

[Signature]
not personally, but as Trustee

[Signature]

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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State of Illinois

State of _____

County of Cook

County of _____

ss.

ss.

I, DENISE K ORK a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ELIZABETH A. GOERNER personally known to me to be the same person whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as Vice President on behalf of the _____ free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and official seal, this 17TH day of July, 1998

[Signature] Notary Public
Commission expires: Denise K. Ork Commission expires: _____
Notary Public, State of Illinois
My Commission Expires 08/02/98

SCHEDULE A

The street address of the Property (if applicable) is: 390 E. HIGGINS ELK GROVE, IL 60007

Permanent Index No.(s): 08-21-401-039 VOL 050

The legal description of the Property is:

PLEASE SEE ADDENDUM "A" ATTACHED HERETO AND MADE A PART HEREOF.

SCHEDULE B

96624236

This document was prepared by: Maria Peroustianis 333 Park Ave. Glencoe, IL. 60022

After recording return to Lender. 9
LP-RI-17 © FormAtion Technologies, Inc. (12/27/94) (800) 837-3799

LEGAL DESCRIPTION

LOT 2 IN JOHN L. MARKEY RESUBDIVISION, BEING A RESUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 21 1975, AS DOCUMENT NUMBER 2795914, IN COOK COUNTY, ILLINOIS, EXCEPTING FROM SAID PARCEL THAT PART OF THE PREMISES IN QUESTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ON AN ASSUMED BEARING OF NORTH 82 DEGREES 39 MINUTES 04 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 18.82 FEET TO A POINT ON A 20.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 7 DEGREES 20 MINUTES 56 SECONDS EAST FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE, RADIUS 20.00 FEET, CENTRAL ANGLE 82 DEGREES 06 MINUTES 23 SECONDS, 28.66 FEET TO THE EASTERLY LINE OF SAID LOT 2, BEING ALSO A POINT ON A 105.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 74 DEGREES 45 MINUTES 27 SECONDS EAST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE, BEING ALSO THE SAID EASTERLY LINE OF LOT 2, RADIUS 105.00 FEET, CENTRAL ANGLE 7 DEGREES 53 MINUTES 42 SECONDS, 14.47 FEET; THENCE SOUTH 7 DEGREES 20 MINUTES 52 SECONDS WEST ALONG TANGENT, BEING ALSO THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 2.83 FEET (3.00 FEET, RECORDED) TO THE POINT OF BEGINNING.

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS
DATED 7/14/95 UNDER TRUST NO. 2852

This ASSIGNMENT OF RENTS is executed by FIRST BANK NATIONAL ASSOCIATION, not personally but as Trustee under said Trust in the exercise of the power of authority conferred upon and vested in it as such Trustee. 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 of said Trustee, nor as any admission that the said Trustee is entitled to any of the rents, issues, or profits under the said trust, it is 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 FIRST BANK NATIONAL ASSOCIATION, 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, 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 holder 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 the FIRST BANK NATIONAL ASSOCIATION, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

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