

mail to 9 prepared by:  
FIRST BANK & TRUST OF EVANSTON  
20 CHURCH STREET  
EVANSTON, IL 60201  
08-733-7400 (Lender)

DEPT-01 RECORDING \$29  
T00009 TRAN 1957 04/25/96 0914510  
#1385 # RH #-96-3103  
COOK COUNTY RECORDER

ASSIGNMENT OF RENTS

29.00 W

GRANTOR  
FIRST NATIONAL BANK AND TR. CO OF EV,  
as Trustee, under Trust Agreement  
No. R-2030 dated MARCH 17, 1977.

BORROWER  
JAMES B STEPHENS  
HELEN B STEPHENS

BOX 169

ADDRESS

500 DAVIS STREET  
EVANSTON, IL 60201  
TELEPHONE NO.  
8478665500

IDENTIFICATION NO.

235 RALEIGH ROAD  
KENILWORTH, IL 60043  
TELEPHONE NO.  
8472562560

IDENTIFICATION NO.

90700 20F2

OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
JAH	7.750%	\$500,000.00	04/22/95	04/22/03	6223125	9001

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 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 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 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 required, 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 that 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 the Leases.  
 b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses 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 other than Lender.

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.  
County of \_\_\_\_\_ )

I, \_\_\_\_\_ a notary The foregoing instrument was acknowledged before me  
public in and for said County, in the State aforesaid, DO this \_\_\_\_\_ by \_\_\_\_\_  
HEREBY CERTIFY that \_\_\_\_\_  
personally known to me to be the same person \_\_\_\_\_  
whose name \_\_\_\_\_ subscribed to the foregoing as \_\_\_\_\_  
instrument, appeared before me this day in person and \_\_\_\_\_  
acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, \_\_\_\_\_  
sealed and delivered the said instrument as \_\_\_\_\_ on behalf of the \_\_\_\_\_  
free and voluntary act, for the uses and purposes herein set  
forth.

(SEE TRUSTEE'S SIGNATURE UNDER  
ATTACHED HERETO AND MADE A  
PART HEREOF)

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ Given under my hand and official seal, this \_\_\_\_\_ day  
of \_\_\_\_\_

Notary Public \_\_\_\_\_ Notary Public \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Commission expires: \_\_\_\_\_

**SCHEDULE A**

The street address of the Property (if applicable) is: 2801 - 2809 W LUNT  
CHICAGO, IL 60645

Permanent Index No.(s): 10-36-111-016-0000

The legal description of the Property is:

LOT 1 IN HENRY W. HOFFMAN'S SUBDIVISION OF THE NORTH 165 FEET OF THE EAST  
645 FEET (EXCEPT THAT PART THEREOF DEDICATED FOR STREETS) OF LOT 1 IN  
CIRCUIT COURT PARTITION OF THE SOUTHEAST 1/4 OF (ND) NORTHWEST 1/4 OF  
SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

de reg # 9222 9275

**SCHEDULE B**

This document was prepared by: FIRST BANK & TRUST OF EVANSTON

After recording return to Lender.  
LP-IL527 ©FormAllion Technologies, Inc. (12/27/04) (800) 937-3799

96310383

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

15. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any 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 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: APRIL 18, 1996

GRANTOR: FIRST NATIONAL BANK AND TR CO OF NV  
as Trustee under Trust Agreement No. R-2030

(SEE TRUSTEE'S SIGNATURE RIDER  
ATTACHED HERETO AND MADE A  
PART HEREOF)

not personally, but as Trustee

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

96310389

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ersonally, but solely as Trustee as aforesaid in the exercise of the power  
nd the undersigned hereby represents that, to the best of its knowledge,  
nt. Further, this document has been executed solely upon the direction  
e such direction.

all be construed as creating any liability on the undersigned personally  
ein. All such liability, if any, is hereby expressly waived by the party  
person now or hereafter claiming any right or security hereunder. That  
t this instrument is being executed agrees to look solely to the premises  
t of the lien hereby created, in the manner herein provided or by action  
nd not to the Trustee personally, for any liability and obligation created

ust Agreement has, to the best of its knowledge, no independent knowledge  
on as to any environmental issues, conditions, circumstances, statements,  
or warranties, made, granted, extended or asserted whether expressly made  
nd the Trustee's signature is attached regardless of whether said issues,  
venants, undertakings, indemnifications or warranties are contained herein,  
or the execution of this document to, or for the party whose benefit this  
y represents that, to the best of its knowledge, it does not now have, nor  
ontrol rights or responsibilities with regard to the real property to which title

ustee's liability under this document, and acceptance of this document by the  
d shall be deemed acceptance of the terms, conditions and provisions of this

Bank One, Chicago, NA, E/K/A,  
First National Bank and Trust Company of Evanston,

not personally, but as Trustee under  
Trust No. R-2030.

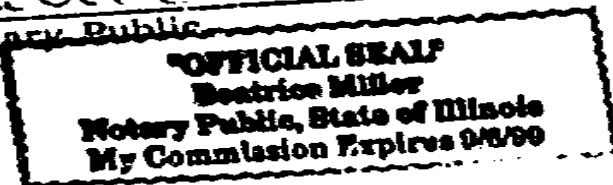
By: [Signature]  
LAWYER TRUST OFFICER

96310389

County in the State aforesaid, DO HEREBY CERTIFY THAT the persons whose  
ersonally known to me to be the duly authorized officers of Bank One, Chicago NA  
ason and severally acknowledged that they signed and delivered this document i  
ed thereto pursuant to authority given by the Board of Directors of said corporatio  
d voluntary act of said Corporation for the uses and purposes therein set forth.

day of April, 1996.

[Signature]  
Notary Public



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COOK COUNTY CLERK'S OFFICE  
JAN 14 2014  
CHICAGO, ILL.