

# UNOFFICIAL COPY

5. Mortgagor has not previously assigned any of its rights under any lease; it has not accepted rent more than 30 days in advance of accrual; there is no present default by any tenant; all existing leases are in full force and effect and unmodified, except as shown; and to the best of its knowledge, no person or entity other than authorized tenants is in possession of the Premises.
4. The Bank may but shall not be required to make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of the Mortgagor under any lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. Mortgagor will, immediately upon demand, reimburse the Bank for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Debt, all of which shall be added to the Debt.
3. Mortgagor will appear and defend or prosecute any action growing out of any lease at the Mortgagor's cost and expense.
2. Mortgagor shall not in any way amend, assign, cancel or terminate any lease, accept a surrender, nor accept any payment of rent more than one month in advance, without the prior written consent of the Bank, except that Mortgagor may increase lease rentals without the Bank's consent.
1. Mortgagor will fulfill and perform its obligations under all leases and give Bank prompt notice of any default in the performance of the terms and conditions of the leases by either Mortgagor or tenant, together with copies of notices sent or received by Mortgagor in connection with any lease.

## MORTGAGOR REPRESENTS AND COVENANTS AS FOLLOWS:

The Bank shall have complete authority in case of default in the terms of the Mortgage or the Debt to demand and collect the rents, to take possession of the Premises without having a receiver appointed, to rent and manage the premises and to apply the net proceeds of the rent toward the Debt secured by the Mortgage until it is paid in full, or until title is obtained through foreclosure or otherwise. The Mortgagor consents to the appointment of a receiver if this is believed necessary by the Bank. Taking possession of the Premises or collecting rent shall not constitute a cure or waiver of any existing default.

For the purpose of further securing the Mortgage and the underlying debt secured by the Mortgage ("the Debt"), Mortgagor assigns to the Bank all leases now in existence or executed at a later date, either oral or written, and all extensions, renewals and replacements of the leases, or holdovers under the leases, and all rents and security deposits derived from the Premises and the buildings and improvements on it. Copies of existing leases and lease amendments have been delivered to the Bank. Mortgagor will provide copies of any future leases and lease amendments to Bank.

Commonly known as: 3553 South Hoyne Avenue, Chicago, Illinois 60609  
 Tax Parcel Identification No.: 17-31-306-019-0000  
 96316915

LOT 21 IN GEORGE AND WILLIAM EARLE'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTH 1/4 OF THE NORTH 100 FEET OF THE SOUTH 1/4 (EXCEPT THE NORTH 100 FEET OF THE SOUTH 1/4 FEET OF THE WEST 125 FEET OF THE EAST 158 FEET THEREOF) IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Land located in the City of Chicago, Cook County, Illinois:

Mortgagor has executed and delivered to Bank a Mortgage on the following described real property (the "Premises"), 211 South Wheaton Avenue, Wheaton, Illinois 60187.  
 Assignment dated April 25, 1996, by Charles Cruz and Armiida Cruz, his wife, as joint tenants ("Mortgagor") whose address is 45 Astoria Way, Park Ridge, Illinois 60068-2888 to NBD Bank, an Illinois banking corporation ("Bank") whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

## Assignment of Real Estate Leases and Rentals



96023578 7405038 4 of 4

96316915

ATTN: Jesse T. Taylor  
 Park Ridge, Illinois 60068  
 One South Northwest Highway  
 NBD BANK

WHEN RECORDED RETURN TO:

PREPARED BY:  
 Michael R. McGehee  
 (CLOS Center)



COOK COUNTY RECORDS  
 3553 S HOYNE AVE CHICAGO IL 60609  
 96316915

# UNOFFICIAL COPY

This instrument is a copy of the original instrument. It is to be used for informational purposes only. This instrument is not to be used for any other purpose.

OFFICIAL SEAL  
Linda C. Lopez  
Notary Public, State of Illinois  
My Commission Expires 12/9/98

Notary Public  
My Commission Expires:

Notary Public

*[Signature]*

25 day of April 1996

Given under my hand and notarial seal this

the said instrument as their free and voluntary act, for the uses and purposes herein set forth. State, do hereby certify that Charles Cruz and Arilda Cruz 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

County of Cook  
State of Illinois  
SS

963316915

MORTGAGOR  
Charles Cruz  
Arilda Cruz

Executed by the Mortgagor on the date first written above.

WAIVER OF JURY TRIAL: The Bank and the Mortgagor after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Assignment or any related instrument or agreement, (whether oral or written) or actions of either of them. Neither the Bank nor the Mortgagor shall seek to consolidate, by commercial or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Mortgagor except by a written instrument executed by both of them.

This assignment shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations. These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Assignment shall be joint and several. If any provision of this Assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Assignment. No waiver by the Bank of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any other right or remedy of the Bank, nor affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Mortgagor, and all rights and remedies of the Bank are cumulative.

Any notice which either party may give or is required to give under this Assignment, shall be made in writing and shall be effective when sent as registered mail, postage prepaid, addressed to the other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing.

6. The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease and Mortgagor agrees to indemnify the Bank and hold it harmless from all liability or damage which it may incur under any lease and Mortgagor agrees to indemnify the Bank and hold it harmless from all liability, damages or costs associated with its defense, all such amounts shall be secured by this Assignment and the Mortgage and Mortgagor shall immediately reimburse the Bank upon demand for all such amounts together with interest at the highest rate permitted by any instrument evidencing any of the Debt.  
7. Mortgagor covenants not to execute any other assignment of the leases or lease rentals as security for any debt without the prior written consent of Bank.