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T#0012 TRAN 6265 08/11/97 11:16:00  
#2472 + CG #-97-583275  
COOK COUNTY RECORDER

Form 2012AR

Prepared by and mail to  
WILLIAM M. SMITH & ASSOC.  
8811 W. 139<sup>th</sup> St., #200  
Orland Hills, IL 60477

August 1, 1997  
Orland Hills, Illinois

766-8348-02 Trs. HAS ASSIGNMENT OF RENTS

This Assignment of Rents made this 1st day of August, 1997, by and between GreatBanc Trust Company as Trustee under a Trust Agreement dated July 28, 1997 and known as Trust No. 7979, and EVANSTON BANK, N.A., a national banking association

WHEREAS the Undersigned has executed certain Mortgages (hereinafter referred to as "Mortgage") of even date herewith to Mortgagee, conveying the real estate legally described as:

See attached Rider "A"

PIN #20-05-311-014  
Commonly known as: 1356 W 47<sup>th</sup> St., Chicago, Illinois

PIN #19-13-415-025  
Commonly known as: 6036 S. Western Avenue, Chicago, Illinois

PIN #20-31-206-007, 20-31-206-006, and 20-31-206-005  
Commonly known as: 1635 W 79<sup>th</sup> St., Chicago, Illinois

PIN #20-29-427-033  
Commonly known as: 1010 W 79<sup>th</sup> St., Chicago, Illinois

PIN #20-28-401-003  
Commonly known as: 251 W 75<sup>th</sup> St., Chicago, Illinois

PIN #19-01-215-108, 19-01-215-109, 19-01-215-110, 19-01-215-111, 19-01-215-112,  
19-01-215-113, 19-01-215-114, 19-01-215-115  
Commonly known as: 4020-34 S. Western Avenue, Chicago, Illinois

and given to secure Notes of the Undersigned in the aggregate principal sum of TWO MILLION SEVEN TWENTY-THREE HUNDRED THOUSAND AND NO/100THS (\$2,723,000.00) DOLLARS and EVANSTON NATIONAL BANK, N.A. (hereinafter called the "Mortgagee"), is the legal Owner and Holder of the Notes and Mortgage, and

WHEREAS, the Undersigned is desirous of further securing the Mortgage and the indebtedness now due and to become due to the Mortgagee secured by the Mortgage or otherwise.

NOW THEREFORE the Undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Mortgagee, and in consideration of other good and valuable consideration to the Undersigned, the receipt whereof is hereby acknowledged, does hereby sell,

EXONERATION CHARGE IS ATTACHED  
HERETO AND MADE A PART HEREOF.

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assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any Lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, 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 the Mortgagee, and the Undersigned does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such term, 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 exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

The Undersigned represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above-described premises for more than one (1) 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 above-described premises.

NOTHING HEREIN CONTAINED shall be construed as constituting the Mortgagee a "mortgagee-in-possession" in the absence of the taking of actual possession of the said premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Undersigned.

The Undersigned further agrees to assign and transfer to the Mortgagee all future Leases upon all or any part of the above-described premises and to execute and deliver, immediately upon the request of the Mortgagee, all such further assurances and assignment in the premises as the Mortgagee shall from time to time require.

ALTHOUGH IT IS the intention of the Parties that this ASSIGNMENT OF RENTS shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Notes secured by the above-described Mortgage or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing said Notes or the debt secured or evidenced thereby or by any extension thereof and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Notes and Mortgage or any other instruments herein mentioned.

IN ANY CASE in which, under the provisions of the above-described Mortgage, the Mortgagee 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 proceeding to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the Mortgagee, the Undersigned agrees to surrender to the Mortgagee and the Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may enter upon and take and maintain possession of all or any part of said 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 Mortgagor, or in its own name as Mortgagee and 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 for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any

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ground which would entitle Undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacement, alterations, additions, betterments and improvements to the above-described premises that may seem judicious, in its discretion, insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof (and to receive all such avails, rents, issues and profits).

THE MORTGAGEE 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 said premises, and the Undersigned shall and does hereby agree to indemnify and hold the Mortgagee 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 reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Mortgagee incur any such liability, loss or damage, under said Leases or under or by reason of the assignment thereof, or in the defense of any claims or demands the Undersigned agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees, immediately upon demand.

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

(a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee 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), establish claim for damages, if any, and premiums or insurance hereinabove authorized.

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises.

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of said premises, including the cost from time to time of placing said property in such condition as will, in the judgment of the Mortgagee, make it readily rentable.

(d) to the payment of any indebtedness secured by the described Mortgage or any deficiency which may result from any foreclosure sale.

The Undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the above-described premises to pay all unpaid rental agreed upon in any tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

IT IS UNDERSTOOD AND AGREED that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the above-described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

WHENEVER THE WORD "Undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon Successors and Assigns of the Undersigned, and any Party or Parties holding Title to the above-described premises by, through or under the Undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the above-described Notes.

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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 above-described 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 secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been 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 indebtedness secured by the above-described Mortgage is fully satisfied before the expiration of any period of redemption.

This Assignment of Rents is executed by GREATBANC TRUST COMPANY, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said GREATBANC TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said GREATBANC TRUST COMPANY personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as GREATBANC TRUST COMPANY is personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as GREATBANC TRUST COMPANY is personally concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look to the premises hereby conveyed for the payment thereof by the enforcement of the lien hereby created in the manner and in said Note provided and/or to any other security given for the indebtedness evidenced by the Note.

IN WITNESS WHEREOF, GREATBANC TRUST COMPANY AS TRUSTEE UNDER A TRUST AGREEMENT DATED July 28, 1997 AND KNOWN AS TRUST NO 7979, has caused these presents to be signed by its Sen. Land Trust Off and its corporate seal to be hereunto affixed and attested by its Admin. Assist. the day and year first above written.

GreatBanc Trust Company as Trustee under a Trust Agreement dated July 28, 1997 and known as Trust No 7979.

BY Angela Bernotti  
Its Senior Land Trust Officer

ATTEST

BY Connie Xyris  
Its Administrative Assistant

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Legal Description Rider

## PARCEL 1:

THAT PART OF LOT 9 AND 10 AND THAT PART OF THE 30 FEET PRIVATE ALLEY LYING BETWEEN SAID LOTS 9 AND 10 IN J.D. LEHMER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID LOTS AND SUBDIVISION 341.16 FEET; THENCE SOUTH 21 DEGREES, 18 MINUTES EAST FROM SAID WEST LINE OF LOTS AND SUBDIVISION 69.70 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 383 FEET AND A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 38 SECONDS FOR A DISTANCE OF 149.36 FEET TO A POINT OF INTERSECTION WITH A LINE DRAWN 105 FEET EAST OF AND PARALLEL WITH SAID WEST LINE 151.10 FEET TO THE SOUTH LINE OF SAID LOT 10, SAID SOUTH LINE OF LOT 10 ALSO BEING THE NORTH LINE OF WEST 47TH STREET IN THE CITY OF CHICAGO; THENCE NORTH 89 DEGREES 37 MINUTES WEST ALONG THE SOUTH LINE OF LOT 10 AND NORTH LINE OF WEST 47TH STREET 105 FEET TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## ALSO

THAT PART OF LOTS 9 AND 10 AND THAT PART OF THE 30 FOOT PRIVATE ALLEY LYING BETWEEN SAID LOTS 9 AND 10 IN J.D. LEHMER'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 10 AND RUNNING THENCE "NORTH" ALONG THE WEST LINE OF SAID LOTS AND SUBDIVISION 341.16 FEET; THENCE SOUTH 21 DEGREES 18 MINUTES EAST FROM SAID WEST LINE OF SAID LOTS AND SUBDIVISION 69.70 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 383 FEET AND A CENTRAL ANGLE OF 22 DEGREES 21 MINUTES 38 SECONDS FOR A DISTANCE OF 149.36 FEET TO A POINT OF INTERSECTION WITH A LINE DRAWN 105 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 9 AND 10 IN J.D. LEHMER'S SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 383 FEET AND A CENTRAL ANGLE OF 12 DEGREES 49 MINUTES 22 SECONDS FOR A DISTANCE OF 85.72 FEET TO A POINT OF COMPOUND CURVE; CONTINUING THENCE SOUTHEASTERLY ON THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 655 FEET AND A CENTRAL ANGLE OF 18 DEGREES 40 MINUTES 30 SECONDS FOR A DISTANCE OF 213.49 FEET TO A POINT OF INTERSECTION WITH A LINE 364.45 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOTS 9 AND 10 OF J.D. LEHMER'S SUBDIVISION; THENCE "SOUTH" ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 9.30 FEET TO THE SOUTH LINE OF SAID LOT 10 ALSO BEING THE NORTH LINE OF WEST 47TH STREET IN THE CITY OF CHICAGO, AND ALSO BEING THE POINT OF INTERSECTION OF THE NORTH LINE OF WEST 47TH STREET WITH THE EAST LINE OF SOUTH ADA STREET AS LAID OUT TO THE SOUTH IN SAID CITY OF CHICAGO AND EXTENDED NORTH; THENCE NORTH 89 MINUTES 57 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 10 AND NORTH LINE OF WEST 47TH STREET 259.46 FEET, TO A POINT 105 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 10 IN J.D. LEHMER'S SUBDIVISION AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 10;

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THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH AND 105 FEET EAST OF THE WEST LINE OF SAID LOTS 9 AND 10, A DISTANCE OF 151.20 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. 1356 W. 47th Street, Chicago, Illinois  
PIN 20-05-311-014

PARCEL 2:

LOST 13 TO 17 INCLUSIVE IN BLOCK 16 IN CABE AND MCKINNON'S 59TH STREET AND WESTERN AVENUE SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 6036 S. Western, Chicago, Illinois  
PIN 19-13-415-025,026,027,028,029

PARCEL 3:

LOTS 123, 124 AND 125 IN BRITIGAN'S WESTFIELD SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. 1635 W. 79th Street, Chicago, Illinois  
PIN 20-31-206-007,006,005

PARCEL 4:

LOTS 21, 22 AND 23 IN BLOCK 28 IN AUBURN ON THE HILL SUBDIVISION, BEING HART'S SUBDIVISION OF BLOCKS 27 AND 28 IN THE SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 99 FEET THEREOF), IN COOK COUNTY, ILLINOIS. 1010 W. 79th Street, Chicago, Illinois  
PIN 20-29-427-033

PARCEL 5:

THAT PART OF LOTS 1 AND 2 IN BLOCK 5 IN STEWART'S SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF VINCENNES ROAD, IN COOK COUNTY, ILLINOIS.  
251 W. 75th Street, Chicago, Illinois  
PIN 20-28-401-003

PARCEL 6:

LOTS 10 TO 17 IN BLOCK 1 IN THE SUBDIVISION OF THE NORTH 14 ACRES OF THE SOUTH 60 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
4020-34 S. Western, Chicago, Illinois  
PIN 19-01-215-108,109,110,111,112,113,114,115

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## EXONERATION CLAUSE MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in force purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against GreatBanc Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenants, undertakings or agreements of the said Trustee whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

GreatBanc Trust Company, Inc.  
individually, but solely as  
Trustee under Trust No. 1919

*Angela Diannetti*  
Senior Land Trust Officer

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