

# UNOFFICIAL COPY

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF LAKE

97044348

I, Mary Ellen Vanderventer, Lake County Recorder, in and for the County of Lake, in the State of Illinois and keeper of the records and files thereof, do hereby certify that the attached and foregoing is a true, correct and complete copy of Document No. 3723208 as recorded on the 15th day of SEPTEMBER, A. D. 1995, as fully as the same appears from the records thereof now in my office remaining.

In witness whereof, I have set my hand and the seal of said Recorder at my office in the City of Waukegan, Illinois, this 15th day of JANUARY, A. D. 1997.

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Mary Ellen Vanderventer  
Lake County Recorder

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PREPARED BY  
Edward F. Miller  
(CLOS Center)

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WHEN RECORDED RETURN TO:

95 SEP 15 PM 2:49

NBD BANK  
513 Central Avenue  
Highland Park, Illinois 60035  
ATTN: Martin I. Klauber

Frank J. Kretz

ATTORNEY AT LAW

\$29.00

CHICAGO TITLE INSURANCE CO.

1000 N. LAKE ST. CHICAGO, ILL. 60611

CHICAGO TITLE INSURANCE CO.

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577354 + 7646716 - J



Assignment of Real Estate Leases and Rentals

Assignment dated August 14, 1995, by NBD Bank not personally, but as Successor Trustee to NBD Trust Company of Illinois under a Trust Agreement dated December 31, 1986 and known as Trust Number 4244-HP ("Mortgagor") whose address is 211 South Wheaton Avenue, Wheaton, IL 60187 to NBD Bank, an Illinois banking corporation ("Bank") whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

The Mortgagor MORTGAGES, CONVEYS AND WARRANTS to the Mortgagee real property and all the buildings, structures and improvements as described: as to Parcels 1, 2, 3, 4 & 5 land located in the City of Highland Park, County of Lake, State of Illinois; and as to Parcel 6 land located in the City of Evanston, County of Cook, State of Illinois. :

**PARCEL 1:** THE SOUTHERLY 1/2 OF THAT PART OF LOT 7 IN BLOCK 1 IN THE CITY OF HIGHLAND PARK, IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 187 FEET; THENCE NORTHERLY PARALLEL WITH THE EASTERLY LINE OF SAID LOT TO THE NORTH LINE THEREOF; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

**PARCEL 2:** THE NORTHERLY HALF OF THE WESTERLY 187 FEET OF LOT 8 IN BLOCK 1 IN THE ORIGINAL SUBDIVISION OF HIGHLAND PARK, IN BOOK "A" OF PLATS, PAGE 2 IN THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

**PARCEL 3:** THE SOUTH 1/2 OF THE WEST 1/2 OF THAT PORTION OF LOT 8 IN BLOCK 1 LYING WESTERLY OF THE EASTERLY 60 FEET THEREOF IN THE CITY OF HIGHLAND PARK IN SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK "A" OF PLATS, PAGE 2 (EXCEPT THAT PART, IN ANY, LYING EASTERLY OF THE WESTERLY 187 FEET OF SAID LOT), IN LAKE COUNTY, ILLINOIS.

**PARCEL 4:** THE WESTERLY 187 FEET OF THE NORTHERLY HALF OF LOT 9 IN BLOCK 1 IN SECTION 23, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF HIGHLAND PARK, IN LAKE COUNTY, ILLINOIS.

**PARCEL 5:** LOT 4 IN SKOKIE BOULEVARD AND OLD MILL ROAD SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9 AND PART OF LOT 4 IN SCHOOL TRUST SUBDIVISION OF SECTION 16, ALL IN TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1941 AS DOCUMENT 90208, IN BOOK 28 OF PLATS, PAGE 59, IN LAKE COUNTY, ILLINOIS.

CHICAGO TITLE INSURANCE CO.

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**PARCEL 6:**

**LOT 6 IN BLOCK 20 IN NORTH EVANSTON TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

(the "Premises")

Commonly known: as to Parcels 1, 2, 3, & 4, 3250 Skokie Valley Road, Highland Park, IL 60035  
as to Parcel 5, 2003-2023 Second Street, Highland Park, IL 60035; and  
as to Parcel 6, 2628 Greenbay Road, Evanston, IL 60202.

Tax Parcel Identification No. as to Parcels 1, 2, 3, & 4, #16-23-114-015; 16-23-114-016; 16-23-114-017; and 16-23-114-018  
as to Parcel 5, #16-09-306-004  
as to Parcel 6, #05-34-423-019

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.

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 rents 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.

**MORTGAGOR REPRESENTS AND COVENANTS AS FOLLOWS:**

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.
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.
3. Mortgagor will appear and defend or prosecute any action growing out of any lease at the Mortgagor's cost and expense.
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.
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.
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 from all claims and demands which may be asserted against it by reason of any alleged obligation on its part to perform any terms of any lease. Should Bank incur any 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.

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.

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.

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.

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This assignment shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

**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 or any of the transactions contemplated by this Assignment or any course of conduct, dealing, statements, (whether oral or written) or actions of either of them. Neither the Bank nor the Mortgagor shall seek to consolidate, by counterclaim 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.

Executed by the Mortgagor on the date first written above.

**MORTGAGOR:**

NBD Bank not personally, but as Successor Trustee to NBD Trust Company of Illinois under a Trust Agreement dated December 31, 1986, and known as Trust Number 4244-HP

This instrument is executed by NBD Bank, not individually but solely as Trustee, as also said. All the covenants and conditions herein contained hereunder shall be deemed to be made by NBD Bank, not personally, but as Successor Trustee to NBD Trust Company of Illinois under a Trust Agreement dated December 31, 1986, and known as Trust Number 4244-HP. The Mortgagor hereby waives any right to a jury trial in any litigation based upon or arising out of this instrument or any related instrument or agreement or any of the transactions contemplated by this instrument or any course of conduct, dealing, statements, (whether oral or written) or actions of either of them. 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.

By: *Patrick J. McCloskey* NBD  
 PATRICK J. McCLOSKEY Asst. Vice Pres.  
 Printed Name Title

By: *Susan Mack*  
 SUE MACK SECRETARY  
 Printed Name Title

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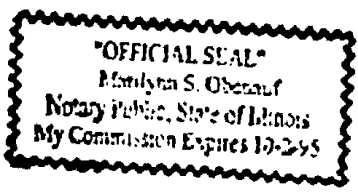
State of Illinois )  
County of Lake ) SS

I, Marilyn S. Oberauf, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Robert McCluskey of NPS Bank a Michigan (corporation) (association) and Susan Mack of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Bank Vice President and Trust Officer, 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 (corporation) (association), as Trustee, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that she, as custodian of the corporate seal of said (corporation) (association), affixed the said corporate seal of said (corporation) (association) to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said (corporation) (association), as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of September, 1995.

My Commission Expires: 10/2/95 Marilyn S. Oberauf Notary Public

Edward F. Miller/204  
RSD 141-3827 2/94



Please be advised that the Assignment of Real Estate Leases and Rents is a true and correct executed copy of the original Instrument which has been lost or misplaced.

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