

# UNOFFICIAL COPY

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DEPT. OF RECORDING 831.00

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COOK COUNTY RECORDER

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## ASSIGNMENT OF RENTS

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THIS ASSIGNMENT OF RENTS made this 28TH day of FEBRUARY, 19 97 between FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE, UNDER TRUST AGREEMENT DATED APRIL 18, 1991 AND KNOWN AS TRUST NUMBER 11781

("Borrower") and First National Bank of Evergreen Park ("Lender"), a National Banking Association, whose address is 4900 West 95th Street, Oak Lawn, Illinois 60453.

26.42-33

WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 738,000.00 which indebtedness is evidenced by a note ("Note") of even date herewith and is secured by a mortgage ("Mortgage") to First National Bank of Evergreen Park, 4900 West 95th Street Oak Lawn, Illinois 60453, as Mortgagee, dated FEBRUARY 28, 1997, recorded in the Office of the Recorder of COOK County, Illinois and encumbering the real estate and premises hereinafter described:

NOW, THEREFORE, to secure (i) the payment of the Note, with interest thereon, (ii) the payment of all other sums, with interest thereon, advanced in accordance with this Assignment of Rents ("Assignment") and (iii) the performance of the covenants and agreements of the Borrower contained in the Note, Mortgage and Assignment, the Borrower does hereby assign, transfer and set over unto the Lender all rents, earnings, income, issues, profits and revenues of and from the real estate and premises hereinafter described, which are now due and which hereafter become due, payable or collectible under or by virtue of any lease(s) or sublease(s), whether written or verbal or any letting of possession of or any agreement for the use or occupancy of all or any part of the real estate and premises hereinafter described, which the Borrower has heretofore made or agreed to, which the Borrower hereafter makes or agrees to or which the Lender makes or agrees to under the power(s) and right(s) herein granted. By executing this Assignment, the Borrower has consented to and expressed an intention to make and establish an absolute transfer and assignment unto the Lender of all such leases, subleases and agreements and all the rents, earnings, issues, income, profits and revenues thereunder, all relating to the following described real estate and premises (collectively, "Premises") located in COOK County, Illinois:

See Exhibit "A", attached hereto and made a part hereof, for legal description.

Further, the Borrower hereby releases and waives all of its rights, if any, under and by virtue of the homestead exemption laws of the State of Illinois.

### IT IS FURTHER UNDERSTOOD THAT:

- The rights of the Lender under this assignment shall not become operative until a default exists in (i) the payment of principal, interest or other charges due under the Mortgage or Note or (ii) the performance of the terms or conditions contained in the Mortgage or the Note; and this Assignment shall remain in full force and effect until the Note, with interest thereon, and all other costs and charges which have accrued and/or hereafter may accrue under the Mortgage and/or this Assignment have been paid.

**THIS INSTRUMENT WAS PREPARED BY:**  
FIRST NATIONAL BANK OF EVERGREEN PARK  
4900 West 95th Street  
Oak Lawn, Illinois 60453

**AFTER RECORDATION, RETURN TO:**  
FIRST NATIONAL BANK OF EVERGREEN PARK  
4900 West 95th Street  
Oak Lawn, Illinois 60453

BOX 333-CTI

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2. Without limitation of any of the legal rights of Lender as the absolute assignee of the rents, earnings, income, issues, profits and revenues of the Premises and by way of enumeration only, Borrower hereby covenants and agrees that in the event of a default by the Borrower as set forth above in Paragraph 1 and upon demand of the Lender, whether said demand is made before or after the Note is declared to be immediately due and payable, the Borrower will surrender the Premises to the Lender. In its discretion and with or without force, process of law and/or any action on the part of the holder or holders of the Note, the Lender or the Lender's agent(s), attorney(s), successor(s) or assign(s) may (i) enter upon, take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Borrower relating thereto; (ii) exclude the Borrower, its agent(s) and/or servant(s), wholly from the Premises and all of the above-referenced documents, books, records, papers and accounts; (iii) in its own name, as assignee under this Assignment, hold, operate, manage and control the Premises and conduct the business thereof; (iv) at the expense of the Premises, from time-to-time, either by purchase, repair or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as Lender shall deem proper; (v) insure and reinsure all or any part of the Premises along with all alterations, additions, betterments and improvements thereon/thereto; (vi) lease all or any part of the Premises in such parcels, for such times and on such terms as Lender shall deem proper, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage; (vii) cancel any lease(s) and/or sublease(s) of all or any part of the Premises for any cause or on any ground for which the Borrower would otherwise be entitled to cancel said lease(s) or sublease(s), and in every such case the Lender shall have the right to manage and operate all or any part of the Premises and to carry on the business thereof as Lender shall deem proper; and (viii) collect and receive all rents, earnings, income, issues profits and revenues of all or any part of the Premises.

After deducting the expenses of conducting the business of the Premises (as set forth above and including, but not limited to the following: costs and expenses of all maintenance, repairs, alterations, additions, betterments and improvements of/to all or any part of the Premises; the costs and expenses arising out of, associated with, relating to or resulting from taxes, assessments, insurance and any and all other costs charged against all or any part of the Premises; reasonable attorneys' fees and court costs arising out of, associated with, relating to or resulting from the exercise by the Lender of its rights under this Assignment; all other costs and expenses in any way arising out of, associated with, relating to or resulting from the Lender's operation, management and control of the Premises; and such sums as may be sufficient to indemnify the Lender from and against any and all liability, loss and damage arising out of, associated with, relating to or resulting from the exercise by the Lender in good faith of any of its rights and powers under this assignment), the Lender may apply any and all monies arising hereunder as follows:

- (i) To the payment of the interest accrued and unpaid on the Note or notes;
- (ii) To the payment of the principal of the Note or notes from time to time remaining unpaid;
- (iii) To the payment of any and all other charges secured by or created under the Note or notes, the Mortgage and/or this Assignment; and
- (iv) After the payment in full of the items referred to above in (i), (ii) and (iii) of this Paragraph 2, to the payment of the balance, if any, to the Borrower.

3. In the event the Lender exercises its right(s) hereunder, as a result of the Borrower's default (as set forth above in Paragraph 1), to receive any or all of the rents, earnings, issues, income, profits and revenues of the Premises and upon written notice thereof from the Lender to the Borrower and to any and all lessee(s) ("Lessee(s)") of the Premises, the Borrower shall direct the Lessee(s), in writing, to pay all subsequent rents, earnings, issues, income, profits and revenues directly to the Lender, at the following address:

First National Bank of Evergreen Park  
4900 West 95th Street  
Oak Lawn, Illinois 60453.

Notice given pursuant to this Paragraph 3, shall be (i) sent by regular mail to the last known address of the Borrower and to the last known address(es) of the Lessee(s) and (ii) effective when mailed. Within 5 days of mailing, the Borrower shall provide the Lender with copies of all notices/directions mailed to the Lessee(s) pursuant to this Paragraph 3. In the event, the Borrower fails or refuses to direct the Lessee(s) in writing as provided for herein, then the Lender may provide such written notice/direction to the Lessee(s) and said notice/direction shall be as effective as if provided by the Borrower. However, notwithstanding the foregoing, the inability of the Lender to provide notice to the Borrower and/or the Lessee(s), as provided for in this Paragraph 3, shall not in any way impair the Lender's rights under this Assignment.

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4. This Assignment shall be assignable by Lender, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

5. The failure of Lender or any of its agent(s), attorney(s), successor(s) or assign(s) to avail itself or themselves of any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its or their rights under the terms hereof; and the Lender and its agent(s), attorney(s), successor(s) and assign(s) shall have full right, power and authority, at any time or times, to (i) enforce this Assignment and any of the terms, provisions and conditions hereof and (ii) exercise the powers hereunder.

6. The payment of the Note and release of the Mortgage securing said Note shall operate as a release of this Assignment.

7. This Assignment shall be governed by the law of the jurisdiction in which the Premises are located. In the event one or more of the provisions contained in this Assignment shall be prohibited or invalid under applicable law, such provision(s) shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision(s) or the remaining provisions of this Assignment. Further, in all cases where there is more than one Borrower, the word "Borrower" whenever used herein shall be construed to mean Borrowers and the necessary grammatical changes shall be assumed in each case as though fully expressed.

IN WITNESS WHEREOF, the Borrower has signed this Assignment of Rents on the date first above written at OAK LAWN Illinois.

SEE ATTACHED RIDER FOR EXECUTION BY TRUSTEE

FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE, UNDER TRUST AGREEMENT DATED APRIL 18, 1991 AND KNOWN AS TRUST NUMBER 11781 and not personally

BY: [Signature]  
Vice President & Trust Officer

BY: \_\_\_\_\_

ITS: [Signature]  
Assistant Trust Officer

ITS: \_\_\_\_\_

Cook County Clerk's Office

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RIDER ATTACHED TO ASSIGNMENT OF RENTS TO:  
FIRST NATIONAL BANK OF EVERGREEN PARK

DATED February 28, 1997 UNDER TRUST NO. 11781

THIS ASSIGNMENT OF RENTS, is executed by FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee as aforesaid, in the exercise of powers and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of FIRST NATIONAL BANK OF EVERGREEN PARK personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either expressed or implied herein or therein contained, all such liability, if any being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as First National Bank of Evergreen Park, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

FIRST NATIONAL BANK OF EVERGREEN PARK  
Not Individually, but as Trustee Under  
Trust No. 11781

BY: *Robert J. Deane*  
Vice President & Trust Officer

ATTEST:

*Manuel Rodriguez*  
Assistant Trust Officer

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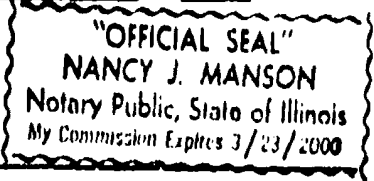
STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert J. Mayo and Nancy Rodighiero personally known by me to be the Vice President & Trust Officer and Assistant Trust Officer respectively, of First National Bank of Evergreen Park, in whose name the above and foregoing instrument has been executed, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary acts and as the free and voluntary act of said First National Bank of Evergreen Park for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of March, 1997.

Nancy J. Manson  
Notary Public

My commission expires



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## EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THIS ASSIGNMENT OF RENTS  
DATED FEBRUARY 28, 1997 BETWEEN  
FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UNDER TRUST  
AGREEMENT DATED APRIL 18, 1991 AND KNOWN AS TRUST NUMBER 11781  
AND FIRST NATIONAL BANK OF EVERGREEN PARK.

UNIT NUMBER 1301 IN THE MICHAELS TERRACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 104, 105 AND 106 IN SHELDON'S SUBDIVISION OF LOTS 61 TO 90 IN BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN. WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT #91074681 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 21, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 91074681.

PERMANENT INDEX NUMBER: 17-04-215-071-1066

PROPERTY ADDRESS: UNIT 1301, 1309 NORTH WELLS

CHICAGO, ILLINOIS 60610

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91074681