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1998-10-15 14:19:48
Cook County Recorder 29.00

INSTRUMENT PREPARED BY:
ALLEN C. WESOLOWSKI
MARTIN & KARCAZES, LTD.
30 N. LaSalle St. - Suite 4020
Chicago, Illinois 60602



98924306

MAIL TO:
CHICAGO COMMUNITY BANK
1110 W. 35th Street
Chicago, Illinois 60609

ASSIGNMENT OF LEASES AND RENTS

5

77-69-995 TL1-D2

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, BARBARA PACHELLA, L.L.C., an Illinois limited liability company (hereinafter called "Assignor"), the owner of the premises commonly known as 2500 W. 35th Street, Chicago, Illinois, legally described in Exhibit A attached hereto, does hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, absolutely and unconditionally transfers, sells, assigns and sets over unto CHICAGO COMMUNITY BANK, whose principal place of business is at 1110 W. 35th St., Chicago, Illinois 60609 (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Assignor, along with others, secured by a certain Mortgage made by Assignor to Assignee, dated September 10, 1998 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and all leases now in effect or that become in effect in the future, and all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby irrevocably appoint said Assignee as true and lawful agent in his name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or oral, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine, on account of the following:

BOX 333-CTI

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1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.

2. Reasonable expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.

3. Taxes and assessments levied against said premises.

4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.

The Assignee shall have the right and power to exercise this Assignment of Leases and Rents with or without notice to Assignor of a default under the Mortgage and/or Note as defined and provided therein. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Leases and Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note, which default shall remain uncured beyond any applicable grace period set forth in either the Mortgage or the Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

The Assignor hereby agrees to save, defend, indemnify and hold harmless Assignee from and against any and all liability which may arise or has arisen with respect to the holding and refunding of any and all security deposits tendered by any and all tenants, whether under written or oral agreement, at the premises, unless the security deposits are specifically held and maintained by Assignee.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 10th day of September, 1998.

98924306

BARBARA PACELLA, L.L.C.

By: *F. B. Barbara*
FRED B. BARBARA, Manager

By: *William Pacella*
WILLIAM PACELLA, Manager

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that FRED B. BARBARA and WILLIAM PACELLA, known to me to be the same persons whose names are subscribed to the foregoing instrument as Managers of Barbara Pacella, L.L.C., appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Dated: ~~September~~ October 6, 1998

Daniel F. Krydynski
Notary Public



EXHIBIT A

LEGAL DESCRIPTION FOR 2500 W. 35TH ST., CHICAGO, ILLINOIS

PARCEL 1:

LOTS 2, 3, 4, 5 AND PART OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 23, 1930 AS DOCUMENT NUMBER 10667452; ALSO PART OF THE NORTHEAST 1/4 OF SECTION 36, TOWNSHIP AND RANGE AFORESAID, TAKEN AS A TRACT, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWING:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH; THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24 FOOT CONCRETE FOUNDATION WALL; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 83.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 58 SECONDS 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL, BEING ALSO THE RIGHT-OF-WAY FOR EXPRESSWAY ACCORDING TO DOCUMENT NO. 19024366 RECORDED JANUARY 17, 1964; THENCE ON AN AZIMUTH OF 68 DEGREES 27 MINUTES 00 SECONDS ALONG SAID RIGHT-OF-WAY LINE 152.77 FEET; THENCE ON AN AZIMUTH OF 182 DEGREES 59 MINUTES 01 SECONDS, 7.68 FEET; THENCE SOUTHERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE WEST, RADIUS 204.63 FEET, CENTRAL ANGLE 07 DEGREES 34 MINUTES 06 SECONDS, A DISTANCE OF 27.03 FEET;

THENCE ON AN AZIMUTH OF 214 DEGREES 41 MINUTES 06 SECONDS, 17.55 FEET TO THE AFOREMENTIONED WEST LINE OF SOUTH CAMPBELL AVENUE PRODUCED NORTH; THENCE ON AN AZIMUTH OF 180 DEGREES 18 MINUTES 00 SECONDS ALONG SAID WEST LINE, 164.69 FEET TO THE NORTHWEST CORNER OF LOT 4 AFORESAID; THENCE ON AN AZIMUTH OF 90 DEGREES 18 MINUTES 00 SECONDS ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ON AN AZIMUTH OF 180 DEGREES 18 MINUTES 00 SECONDS ALONG THE EAST LINE OF LOTS 4, 5 AND 3, A DISTANCE OF 1129.84 FEET TO THE NORTH LINE OF WEST 35TH STREET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS 30.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENTS FOR INGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENT FOR INGRESS, EGRESS AND ACCESS DATED APRIL 13, 1993 AND RECORDED APRIL 15, 1993 AS DOCUMENT NUMBER 93280729, MADE BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 27, 1989 AND KNOWN AS TRUST NUMBER 108-954-07 AND NWS, INC.

PIN: 16-36-201-012-0000
16-36-201-033-0000
16-36-201-036-0000

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ (Seal)
 _____ - Borrower
 Social Security Number _____

_____ (Seal)
 _____ - Borrower
 Social Security Number _____

_____ (Seal)
 _____ - Borrower
 Social Security Number _____

_____ (Seal)
 _____ - Borrower
 Social Security Number _____

_____ (Seal)
 _____ - Borrower
 Social Security Number _____

_____ (Seal)
 _____ - Borrower
 Social Security Number _____

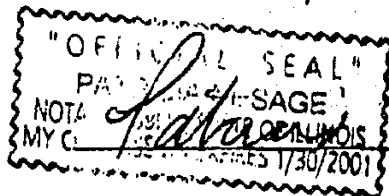
William A McDonagh (Seal)
 WILLIAM A MCDONAGH - Borrower
 Social Security Number 344-54-2559

STATE OF ILLINOIS, COOK County ss:

I, *the undersigned*, a Notary Public in and for said country and state,
 do hereby certify that WILLIAM A MCDONAGH *an unmarried man*
 personally known to me to be the same person(s) whose name(s)
 subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that *she*
 signed and delivered the said instrument as *his* free and voluntary act, for the uses and purposes
 therein set forth.

Given under my hand and official seal, this *24th* day of *Sept* 19*94*

My Commission expires:



William A McDonagh

 Notary Public

This instrument was prepared by
APPLE MORTGAGE, INC.

(Name)
 9575 WEST HIGGINS ROAD, SUITE 905, ROSEMONT, ILLINOIS 60018
 (Address)

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ADJUSTABLE RATE RIDER Loan Number 604046959 (1 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 24th day of SEPTEMBER 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to APPLE MORTGAGE, INC., AN ILLINOIS CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

4422 NORTH KILDARE AVE., CHICAGO, ILLINOIS 60630
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.500%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER 2003, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE AND 000/1000 percentage points (3.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest rate until the next Change Date.

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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.500 % or less than 4.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.500 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Change

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

William A McDonagh [Seal]
WILLIAM A MCDONAGH -Borrower

_____ [Seal]
-Borrower

_____ [Seal]
-Borrower

_____ [Seal]
-Borrower

_____ [Seal]
-Borrower

_____ [Seal]
-Borrower

Property of Cook County Clerk's Office