

*Deal*

**ILLINOIS  
TCF NATIONAL BANK  
ILLINOIS  
LAND TRUST**

**ASSIGNMENT OF LEASES AND  
RENTS**

HA7035897

The undersigned, in order to further secure the Liabilities (defined below), does hereby sell, assign and transfer unto TCF National Bank Illinois, a federally chartered stock savings bank ("Assignee") with an office located at 6353 West Fifty Fifth Street, Chicago, Illinois 60638, 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 located in Cook County, State of Illinois, legally described on Exhibit A attached hereto and made a part hereof ("Premises"), 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 Assignee under the powers herein granted. It is the intention of the parties to this Assignment of Leases and Rents to establish an absolute transfer and assignment of all the said leases and agreements and all avails thereof, to the Assignee, and the undersigned does hereby irrevocably appoint the Assignee as the undersigned's true and lawful attorney in the undersigned's name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties, at such rental and upon such terms, in the Assignee's discretion as the Assignee may determine, and for the Assignee 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 become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as the Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represents and agrees that no rents have been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of rents has not been or will not 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 Premises. The undersigned agrees that the undersigned will not further assign any of the rents, issues or profits of the premises except with the prior written consent of the Assignee.

Nothing herein contained shall be construed as constituting the Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by the Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees that it shall enforce and shall cause to be enforced all leases while the Liabilities are outstanding, to assign and transfer to the Assignee all existing and future leases upon all or any part of the Premises and to execute and deliver, immediately upon the request of the Assignee, all such further assurances and assignments as the Assignee shall from time to time require. The undersigned shall deliver or cause to be delivered a copy of any and all leases to the Assignee. No lease may be entered into, executed, modified, amended, canceled or terminated without the express written consent of the Assignee.

Although it is the intent of the parties that this Assignment of Leases and Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights and powers conferred upon the Assignee herein until and unless a Default, as defined in the Mortgage (defined below), shall occur.

In any case in which under the provisions of the Mortgage of this even date made by the undersigned in favor of the Assignee to secure the Note (defined below) ("Mortgage"), the Assignee has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods, if any, whether before or after institution of legal proceedings to foreclose the lien thereof, or before or after sale thereunder, immediately upon demand of the Assignee, the undersigned agrees to surrender to the Assignee and the Assignee shall be entitled to take actual possession of the Premises or any part thereof personally, or by the Assignee's agents or attorneys, and the Assignee in the Assignee's discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the 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, the undersigned's agents or servants, wholly therefrom and may as attorney-in-fact or agent of the undersigned or in the Assignee's own name and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by the Assignee's agents or attorneys, with full power to use such measures, legal or equitable, as in the Assignee's discretion or in the discretion of the Assignee's 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 rents, actions in forcible detainer and actions in distress of rent. The undersigned grants the Assignee 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 ground which would entitle the undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof. The undersigned hereby grants the Assignee the full power and authority to make necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious to the Assignee, in the Assignee's discretion. The undersigned hereby grants the Assignee the full power and authority to insure and re-insure the Premises for all risks, incidental to the Assignee's possession, operation and management thereof and to receive such avails, rents, issues and profits.

The Assignee shall not be obligated to perform or discharge, nor does the Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises, and the undersigned shall and does hereby agree to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which the Assignee may or might incur under any such leases or agreements 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 the Assignee by reason of any alleged obligations or undertakings on the Assignee's part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements or in the defense of any claims or demands arising prior to the Assignee taking possession of the Premises. The undersigned hereby agrees to immediately reimburse the Assignee upon demand for any amount due the Assignee by reason of this paragraph, including costs, expenses and reasonable attorneys' and paralegals' fees and costs incurred by the Assignee (including the cost to the Assignee of using internal counsel, if applicable).

The Assignee, in the exercise of the rights and powers conferred upon the Assignee by this Assignment of Leases and 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 Assignee may determine:

- (a) To the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Assignee and the Assignee's 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), to establish reserves for claims for damages, if any, and premiums on insurance herein above authorized;
- (b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Premises, including the cost from time to time of installing, replacing refrigeration, gas or electric appliances therein, and of placing the Premises in such condition as will, in the judgment of the Assignee, make it readily rentable; and
- (d) To the payment of any outstanding Liabilities.

The undersigned does further specifically authorize and instruct each and every present and future leasee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to the Assignee upon receipt of demand from the Assignee to so pay the same.

"Liabilities" means all indebtedness, obligations and liabilities of the undersigned to the Assignee for payment of any and all amounts due under the Mortgage, the Note, the other Financing Loan Documents (defined below), and any indebtedness, or contractual duty of every kind and nature of the undersigned, the Beneficiary (defined below) or any Guarantor (defined below) to the Assignee, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise, together with all extensions, renewals modifications or amendments of or to any of the foregoing. Liabilities also includes all costs (including the cost to the Assignee of using internal counsel, if applicable) of collection, expenses and reasonable attorneys' and paralegals' fees and costs incurred or paid by the Assignee in attempting the collection or enforcement of the Note, or any other indebtedness of the undersigned, the Beneficiary or any Guarantor to the Assignee, any guarantee of the Note or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the Note. Liabilities includes all of the indebtedness or contractual duties to the Assignee of partnerships created or arising while the undersigned, the Beneficiary or any Guarantor may have been or may be a member of those partnerships.

"Beneficiary" as used herein shall mean the undersigned beneficiary(ies), which is (are) the sole owner(s) of one hundred percent (100%) of the beneficial interest in and power of direction over the undersigned, if the undersigned is a land trust. Each Beneficiary shall be jointly and severally liable hereunder.

"Financing Loan Documents" means Financing Loan Documents as defined in the Note.

"Guarantor" means any endorser, guarantor, accommodation party, pledgor of security for or surety of any of the Liabilities.

"Note" means the promissory note of even date herewith, executed, jointly and severally, if more than one, by the undersigned and the Beneficiary and made payable to the Assignee in the principal amount of two hundred eighty-five thousand and 00/100 Dollars (\$285,000.00), including all extensions, renewals and modifications thereof.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon the heirs, estates, legal and personal representatives, successors and assigns of the undersigned, and any party or parties holding title to the Premises by, through or under the undersigned. Each of the undersigned shall be jointly and severally, if more than one, obligated hereunder. All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to the Assignee's successors and assigns, including all holders, from time to time, of the Note.

It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to the Assignee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted therein.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the 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 of the Liabilities and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues and profits of the Premises, or by the undersigned, or until such time as this instrument may be voluntarily released by the Assignee. 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 the Liabilities are fully satisfied before the expiration of any applicable period of redemption.

In the event this Assignment of Leases and Rents is executed by a corporate land trustee, then this Assignment of Leases and Rents is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee, and insofar as said trustee is concerned, is payable only out of the trust estate which in part is securing the payment of the liabilities and through enforcement of the provisions of any other collateral or guarantee from time to time securing payment of the liabilities; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Assignment of Leases and Rents or the making, issue or transfer thereof, all such personal liability of said trustee, if any, being expressly waived in any manner.

The Assignee reserves the right to waive or refrain from waiving any right or remedy under this Assignment of Leases and Rents and any other Financing Loan Documents. No delay or omission on the part of the Assignee in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Assignment of Leases and Rents or any other instrument, document, agreement or other writing relating thereto.

This Assignment of Leases and Rents and any documents executed and delivered to the Assignee pursuant hereto constitute the entire agreement between the parties and may be amended only by a writing signed by an authorized individual on behalf of each party.

This Assignment of Leases and Rents has been made, executed and delivered to the Assignee in Chicago, Illinois and shall be construed in accordance with the internal laws of the State of Illinois, excluding conflicts of law rules. Wherever possible, each provision of this Assignment of Leases and Rents shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment of Leases and Rents are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment of Leases and Rents.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Leases and Rents to be signed as of the 19th day of December, 1992.

Address:

TCF National Bank Illinois  
6353 W. 54th Street  
Chicago, Illinois 60638

TCF National Bank Illinois Successor Trustee by merger to Bank of Chicago  
As Trustee AND NOT PERSONALLY  
Under a Trust Agreement dated  
May 6, 1996, and known as  
Trust No. 96-1-2

\*\*SEE ATTACHED ALLONGE RIDER FOR TRUSTEE  
By EXCULPATORY & SIGNATORY\*\*  
Its: Land Trust Officer

By \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS

COUNTY OF COOK

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that \_\_\_\_\_ of TCP National Bank Illinois a (corporation)(association) and \_\_\_\_\_ of said (corporation) (association) personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged to me that they signed and delivered 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 \_\_\_\_\_ did also then and there acknowledge that he, as custodian of the corporation seal of said (corporation) (association), affixed the said corporate seal of said (corporation)(association), to said instrument as his own free and voluntary act, and as 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 10th day of December, 1997.

\*\*SEE ATTACHED ALLONGE RIDER FOR NOTARY\*\*

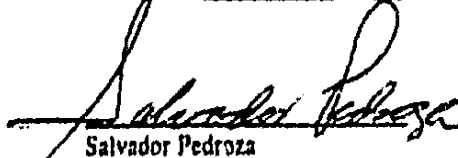
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ASSIGNMENT BY BENEFICIARY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, as sole beneficiary(ies) of the trust, join(s) in this Assignment for the purposes of assigning (to, their, his, her) entire right, title and interest in and to the aforesaid rents, issues and profits of the Premises.

Dated as of December 19, 1997.

  
Salvador Pedroza

  
Inelda Pedroza

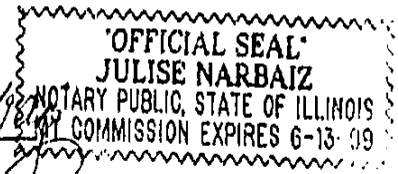
STATE OF ILLINOIS

COUNTY OF COOK

I, Julise Narbaiz, a Notary Public in and for the County and State aforesaid, do hereby certify that Salvador Pedroza and Imelda Pedroza, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of December, 1997.

Julise Narbaiz  
Notary Public



My Commission Expires: 6-13-99

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EXHIBIT A

TO

ASSIGNMENT OF LEASES AND RENTS

DATED AS OF SEPTEMBER 12, 1997

BETWEEN TCF NATIONAL BANK ILLINOIS SUCCESSOR TRUSTEE

BY MERGER TO BANK OF CHICAGO NOT PERSONALLY BUT AS

TRUSTEE U/T/V/A DATED MAY 2, 1996 A/K/A NO. 96-1-2

AND TCF NATIONAL BANK ILLINOIS

Legal Description

LOTS 46 AND 47 IN BURLINGTON SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4, 5 AND 6 IN BLOCK 5, LOTS 4, 5 AND 6 IN BLOCK 6; THE SOUTH 1/2 OF BLOCK 14; LOTS 4, 5 AND 6 IN BLOCK 15; LOTS 4, 5 AND 6 IN BLOCK 22 AND LOTS 4, 5 AND 6 IN BLOCK 23 ALL IN CRAWFORD'S SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS

Commonly known as: 4200-02 West 26th Street, Chicago, Illinois

P.I.N.: 16-27-233-022-000

Carolyn S. Peterson

TCF National Bank Illinois

6353 W. 55th Street

Chicago, Illinois 60638

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ALLONGE RIDER

This Rider is attached to and made a part of TCF NATIONAL BANK ILLINOIS ASSIGNMENT OF LEASES AND RENTS Dated December 19, 1997 in the amount of \$285,000.00

"This Assignment of Leases and Rents Rider is executed by the undersigned, 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 Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Assignment of Leases and Rents Rider or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement, or condition, either expressed or implied herein contained, or with regard to any warranty contained in this Assignment of Leases and Rents Rider except the warranty made in this paragraph, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Assignment of Leases and Rents Rider or Lender's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Lender in any such foreclosure proceedings or other enforcement of the payment of the indebtedness secured hereby, out of, and from the security given therefore in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Lender under any other document or instrument evidencing, securing or guaranteeing the indebtedness secured hereby"

TCF National Bank Illinois, successor Trustee by merger to Bank of Chicago not personally but as Trustee J/T/D May 2, 1996 A/K/A Trust No. 96-4-2

BY: *Geoffrey C. Laxson*  
ITS: Asst. Vice Pres. Land Trust Officer

ATTEST:  
BY: *[Signature]*  
ITS: SR Vice President

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STATE OF ILLINOIS )  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of TCF National Bank Illinois, successor by merger to Bank of Chicago personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such title as designated above, 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 Bank for the uses and purposes therein set forth, pursuant to authority given by the Board of Directors of said Bank.

Given under my hand and Notarial Seal this 19th day of December, 1997.

OFFICIAL SEAL  
ROSEMARIE BENCIK  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 06/30/00  
NOTARY PUBLIC

UNOFFICIAL COPY

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