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Property Address: 5454 Fargo Street, Skokie, Illinois  
Permanent Real Estate Tax Index Number: 10-28-308-026-0000

**PREPARED BY:**

Freeman & Cohen  
2 North LaSalle Street  
Suite 1400  
Chicago, IL 60602

**RETURN TO:**

Freeman & Cohen  
2 North LaSalle Street  
Suite 1400  
Chicago, IL 60602

**ASSIGNMENT OF RENTS AND LEASES  
(BORROWER AND BENEFICIARY)**

THIS ASSIGNMENT, made this 31 day of August, 1986, is by and between Michigan Avenue National Bank of Chicago, not personally, but as Trustee under Trust Agreement dated April 18, 1936 and known as Trust No. 4464 whose address is 30 N. Michigan Avenue, Chicago, Illinois 60602 (hereinafter called "Borrower"), and Leader Investment Co., an Illinois limited partnership whose address is c/o Alan G. Schwartz, General Partner, Leader Investment Co., 2020 W. Fullerton Avenue, Chicago, Illinois 60647 (hereinafter called "Beneficiary") and Enterprise Savings Bank, F.A., a federally chartered savings association, whose address is 200 S. Wacker Drive, Chicago, Illinois 60606-5984, (hereinafter called "Assignee"). Borrower and Beneficiary are hereafter collectively called the "Assignor". Beneficiary owns one hundred percent (100%) of the beneficial interest in said Trust Agreement, but has no legal or equitable interest in the Premises hereinafter described.

**W I T N E S S E T H:**

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower and Beneficiary in, to and under the leases of the real estate described in Exhibit "A" attached hereto and made a part hereof ("Premises") whether now in

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existence or hereafter entered into including the lease described in the Schedule of Leases attached hereto and made a part hereof and all guarantys, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Premises.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note ("Note") of Borrower of even date herewith in the principal sum of Seven Hundred Twenty-Five Thousand Dollars (\$725,000.00) and secured by a certain Mortgage ("Mortgage") of even date herewith encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

Assignor covenants and agrees with Assignee as follows:

1. That the sole ownership of the entire lessor's interest in the Leases is, or, as to future Leases, shall be vested in Borrower or Beneficiary, or both of them, and that Borrower and Beneficiary have not, and each shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated,

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cancelled, renewed or surrendered nor have any rents thereunder been collected more than one month in advance nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3. That none of the Leases shall be altered, modified, amended, terminated, cancelled, extended, renewed or surrendered (except in accordance with the terms of such Leases) nor will rental be collected more than one month in advance nor will any term or condition thereof be waived nor shall Assignor consent to any assignment or subletting by any lessee thereunder without the prior written approval of the Assignee which consent shall not be unreasonably withheld.

4. That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

5. That Assignor shall give prompt notice to Assignee of any notice received by Borrower and/or Beneficiary claiming that a default has occurred under any of the Leases on the part of the Borrower or Beneficiary, together with a complete copy of any such notice.

6. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

7. That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

8. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

The parties further agree as follows:

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This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default has occurred under the terms and conditions of the Note, Mortgage or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Borrower and Beneficiary hereby irrevocably appoint Assignee their true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower and/or Beneficiary or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Borrower and/or Beneficiary pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are

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expressly relieved of any and all duty, liability or obligation to Borrower and/or Beneficiary in respect of all payments so made.

From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this

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Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Waiver of or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Mortgage or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto, or to such other address as a party may request in writing.

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Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

The term "Assignor", "Assignee", "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

THIS ASSIGNMENT is executed by Borrower, 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 the undersigned hereby warrants 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 Borrower or Beneficiary personally to perform any covenant either express or implied herein contained, all such liability, if any,

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being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed and sealed as of the date first above written.

Michigan Avenue National Bank  
of Chicago, not personally, but as  
Trustee as aforesaid.

By: [Signature]  
Its: VICE PRESIDENT

ATTEST:  
By: [Signature]  
Its: ASSISTANT SECRETARY

Leader Investment Co., an Illinois  
limited partnership

By: [Signature]  
Alan S. Schwartz, its  
general partner

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## SCHEDULE OF LEASES

Tenant

Date of Lease

Prestige Casualty Company, an  
Illinois corporation

August 1, 1986

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STATE OF ILLINOIS

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SS.

COUNTY OF COOK

I, \_\_\_\_\_, a Notary Public  
in and for said County, in the State aforesaid, DO HEREBY CERTIFY,  
that ALAN G. SCHWARTZ

\_\_\_\_\_ personally known to me to be the General  
partners of Leader Investment Company  
an Illinois Limited partnership, whose names <sup>is</sup> subscribed  
to the within instrument, appeared before me this day in person and  
~~separately~~ acknowledged that as such General  
he  
partners, ~~they~~ signed and delivered the said Instrument of writing  
as General partners of said partner-  
ship and executed same as their <sup>his</sup> free and voluntary act and as the free  
and voluntary act and deed of said partnership, for the uses and  
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th  
day of July A.D. 19 86.

*E. James*  
Notary Public

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My Commission Expires:

10-26-89

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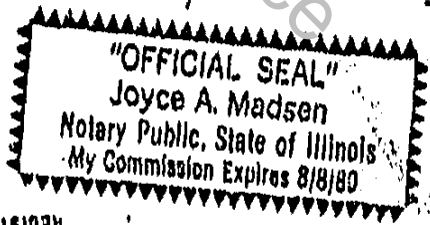
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, JOYCE A. MADSEN, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RALPH MUENTZER VICE President of MICHIGAN AVENUE NATIONAL BANK OF CHICAGO and NANCY RODGHIERO, Assistant Trust Officer/Assistant Cashier/Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President, and Assistant Trust Officer/Assistant Cashier/Assistant Secretary, respectively, 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 as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer/Assistant Cashier/Assistant Secretary then and there acknowledged that HE, as Custodian of the seal of said Bank, did affix the seal to said instrument as HER own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31<sup>st</sup> day of July, A.D. 1986

Joyce A. Madsen  
Notary Public

My Commission expires:



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CHICAGO, ILL.

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EXHIBIT "A"

## LEGAL DESCRIPTION

THE SOUTH 200 FEET OF THAT PORTION OF LOTS 3, 4 AND 5 TAKEN AS A TRACT IN ROEHL HEIRS' SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 AND THE NORTH 5 ACRES OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BOUNDED ON THE SOUTH BY A LINE PARALLEL TO AND 214.36 FEET SOUTHERLY OF THE NORTH LINE OF LOT 4 AFORESAID, (MEASURED ALONG THE WEST LINE OF SECTION 28 AFORESAID);

BOUNDED ON THE WEST BY A LINE PARALLEL TO AND 705.07 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 28 (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 4 IN OWNER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION 28 (EXCEPT THE SOUTH 7.50 CHAIN THEREOF) ACCORDING TO THE PLAT RECORDED AS DOCUMENT 217047;

BOUNDED ON THE NORTH BY A LINE PARALLEL TO AND 105.64 FEET NORTHERLY OF THE NORTH LINE OF LOT 4 IN ROEHL HEIRS' SUBDIVISION AFORESAID (MEASURED ALONG THE WEST LINE OF SECTION 28 AFORESAID);

BOUNDED ON THE EAST BY A LINE PARALLEL TO AND 910.07 FEET EASTERLY OF THE WEST LINE OF SECTION 28 (MEASURED ALONG A LINE PARALLEL TO THE SOUTH LINE OF LOT 4 IN OWNER'S SUBDIVISION AFORESAID).

PIN: 10-28-308-026 PSM

ADDRESS: 5454 FARGO ST., SKEGIE, IL

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