

# UNOFFICIAL COPY

COOK COUNTY RECORDER - 9648171

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378-1127

## COLLATERAL ASSIGNMENT OF LEASE AND RENTS

THIS ASSIGNMENT, made as of this 20th day of MARCH,  
19 89, by FIRST NATIONAL BANK OF CICERO, not individually, but  
as Trustee under Trust Agreement Dated MARCH 14, 1989, and  
known as Trust Number 9699, as (Assignor) to FIRST NATIONAL  
BANK OF CICERO, a National Banking Association, having its princi-  
pal place of business in Cicero, Illinois, as Assignee;

### WITNESSETH THAT:

WHEREAS, Assignor, to evidence and secure a loan indebtedness  
has made and delivered to Assignee a promissory note of even date  
herewith in the principal amount of SIX-HUNDRED-SIXTY-THOUSAND-AND-no/100  
payable as in the note provided and finally maturing on  
APRIL 1, 1992, with interest as therein expressed, and  
has executed and delivered a Mortgage (it being agreed that  
"mortgage" as hereinafter used shall be construed to mean "Deed  
of Trust" or "Trust Deed" or Deed to Secure Debt" if the context  
so requires) bearing the aforesaid date to secure said Note on  
certain real estate in the County of COOK, State of  
ILLINOIS, more particularly described as follows:

See ~~Exhibit A~~ attached hereto and by express reference  
made a part hereof.

THIS INSTRUMENT PREPARED BY:  
WILLIAM C. ANDERSON  
Senior Vice President  
FIRST NATIONAL BANK OF CICERO  
6000 W. Cermak Road  
Cicero, IL 60650

RETURN TO:  
FIRST NATIONAL BANK OF CICERO  
6000 W. Cermak Road  
Cicero, IL 60650  
or  
RECORDER'S BOX NUMBER - 284

7204 207 DI  
7204 208 DI  
7201 549 DI

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including the improvements now or hereafter thereon and the easements, rights and appurtenances thereunto belonging, all of which with said real estate being hereinafter called the "mortgaged premises"; and

WHEREAS, Assignee has required the assignment hereinafter made as a condition to making the above loan;

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, se over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said note and the mortgage and any and all amendments, extensions and renewals thereof, all leases affecting the mortgaged premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment, and all amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "leases," and all rents and other income 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 mortgaged premises, it being intended hereby to establish a complete transfer of all leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the mortgaged premises unto Assignee, with the right, but without the obligation, to

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collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such leases as may from time to time be designated by Assignee.

Assignor hereby appoints Assignee the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place and stead, to demand, collect, receipt and give complete acquittances for any and all rents and other amounts herein assigned which may be or become due and payable by the lessees and other occupants of the mortgaged premises, and at its 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 Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of any and all rents and other amounts herein assigned. Lessees of the mortgaged premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

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 assigned

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hereunder, including the right to enter upon the mortgaged premises, or any part thereof, and take possession thereof forthwith to the extent necessary to effect the cure of any default on the part of Assignor as lessor in any of the leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without 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 mortgaged premises and of any indebtedness or liability of Assignor 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 mortgaged premises or of making same rentable, attorney fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on said note and the mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press 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; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed

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under any and all of the leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss or damage which may or might be incurred by it under said leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the mortgaged premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the leases, or for any waste of the mortgaged premises by the lessee under any of the leases or any other party, or for any dangerous or defective condition of the mortgaged premises or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and

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become null and void; otherwise, it shall remain in full force and effect as herein provided and, with the covenants, warranties, and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said promissory note, and shall be binding upon assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the mortgaged premises.

Notwithstanding any provision herein to the contrary, prior to a default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement of Assignor contained herein, or in said note or the mortgage, or in any of the leases, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month in advance, all rents and other income arising under the leases and from the mortgaged premises, and to enforce all provisions contained in the leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon default in payment of any indebtedness secured hereby or in the performance of any other obligation, covenant or agreement of Assignor contained in said note or the mortgage, or in this Assignment, or in any of the leases; and, upon written notice of Assignor's default at any time hereafter given by Assignee to any lessee by mailing same by United States registered mail,

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postage prepaid, addressed to the lessee named in the lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the lessee shall be paid and performed by the lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the mortgage. Any lessee of the mortgaged premises or any part thereof is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance and any payment so made prior to receipt by such lessee of notice of Assignor's default shall constitute a full acquittance to lessee therefor.

This assignment is executed by FIRST NATIONAL BANK OF CHICAGO, 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 Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on Assignor or on said Bank or on any beneficiary who is not a guarantor, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove)

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contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as Assignor and its successors and said Association personally are concerned, the Holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises and the rents, issues and profits thereof for the payment thereof by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) assets of the Trust Estate held under the Trust Agreement; (3) any other security given to secure said indebtedness; or (4) the personal liability of the guarantor, if any.

(IN WITNESS WHEREOF, Assignor has executed these presents as of the day and year first above written.

FIRST NATIONAL BANK OF CLEVELAND, NOT  
PERSONALLY, BUT AS TRUSTEE UNDER TRUST  
AGREEMENT DATED March 13, 1969 AND AMENDMENT  
AS TRUST NUMBER 9699

BY: *Glenn J. Richter*  
VICE PRESIDENT

ATTESIT: *Nancy Tomich*  
ASSISTANT SECRETARY

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## PROPERTY "A" LEGAL DESCRIPTION

### PARCEL 1

Lots 21, 22, 23, 24, 25, 26, 27 and 28, all in Greenbaum's Resubdivision of Block 30 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

### PARCEL 2

Lots 25, 26 and 27 in Block 7 in Baxter's Subdivision of the South West 1/4 of the South East 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

### PARCEL 3

That Part of Lot 6 in Hale's Subdivision of Lot 2 in Assessor's Division of the South 202.5 feet of Block 6 in Bushnell's Addition to Chicago, in the East 1/2 of the South East 1/4 of Section 4, Township 29 North, Range 14, East of the Third Principal Meridian, lying South of the Center Line of an 8 inch common brick wall (party wall) and its extensions West and East, described as commencing at a point on the West Line of said Lot 6; 20.55 feet North of the South West corner of said Lot 6, thence East along the Center Line and its extensions to a point on the East line of said Lot 6, 20.30 feet North of the South East Corner of said Lot 6, all in Cook County, Illinois.

PIN: 17-07-237-011 (Parcel 1)  
17-07-237-012  
17-07-237-013  
17-07-237-014  
17-07-237-015  
17-07-237-016

14-20-422-044 (Parcel 2)

17-04-442-053 (Parcel 3)

C/K/A: 424 N. Wood Street (Parcel 1)  
Chicago, IL

1110 W. Belmont Ave (Parcel 2)  
Chicago, IL

649 N. Dearborn Ave (Parcel 3)  
Chicago, IL

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03/15/11

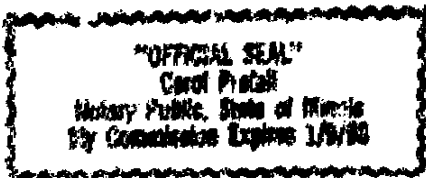
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STATE OF ILLINOIS )  
 ) 199 )  
 COUNTY OF COV. )

I, Carol Pritchett, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that GILMAN J. RICHTER Vice President of FIRST NATIONAL BANK OF CICERO, and NANCY FEMISER 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 their own free and voluntary act and as the free and voluntary act of said Bank, as Trustees as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY, then and there acknowledged that (s)he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as (his) (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 20th day of MARCH, 1989.



Carol Pritchett  
 Notary Public

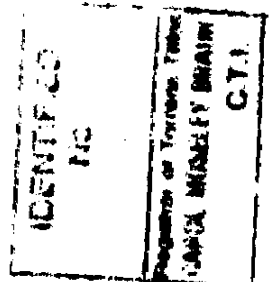
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THIS INSTRUMENT WAS PREPARED BY: W.C.A. Return to:

WILLIAM C. ANDERSON  
 Senior Vice President  
 FIRST NATIONAL BANK OF CICERO  
 6000 West Carmel Road  
 Cicero, Illinois 60650  
 (312) 780-4908

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 CHICAGO ILL 60650  
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 RECORDERS OF DEEDS  
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WILLIAM C. ANDERSON  
 Senior Vice President