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under any such Leases or in any case where Assignor otherwise could have the right, power or privilege so to do. This appointment is to be irrevocable and continuing and these rights, powers and privileges shall be exclusive in Assignee, its successors and assigns as long as any part of the indebtedness secured hereby shall remain unpaid.

10 Indemnification. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from any and all liability, loss, damage or expense that Assignee may incur, in part or in whole, for or in defense of, any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but not limited to, any claims by any tenants of credit for rental for any period under any Leases more than one (1) month in advance of the due date thereof paid to and received by Assignor but not delivered to Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof, including attorneys' fees with interest thereon at the Default Rate set forth in the Note, shall be payable by Assignor immediately without demand, and shall be secured as a lien hereby and by the Mortgage.

11 Records. Until the indebtedness secured hereby shall have been paid in full, Assignor shall deliver to Assignee executed copies of any and all Leases and all future Leases on all or any part of the Premises, and will, if Assignee requests, specifically transfer and assign such Leases upon the same terms and conditions as herein contained, but Assignor acknowledges and agrees that such specific assignment and transfer shall not be required to make this Assignment operative with respect to such future Leases. Assignor hereby covenants and agrees to make, execute and deliver to Assignee upon demand and at any time any and all further or additional assignments, documents and other records and instruments, including, but not limited to, rent rolls and books of account sufficient in the purpose that Assignee may deem to be necessary or advisable for carrying out the purposes and intent of, or otherwise to effectuate, this Assignment.

12 No Waiver. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time shall at any time shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note, Mortgage or other Loan Documents, or the laws of the state in which the said Premises are situated. The rights of Assignee to collect the indebtedness secured hereby, to enforce any other security interest or to enforce any other right or remedy hereunder may be exercised by Assignee either prior to, simultaneous with, or subsequent to any other action taken hereunder and shall not be deemed an election of remedies.

13 Primary Security. Assignor agrees this Assignment is primary in nature in the obligation evidenced and secured by the Note, Mortgage and other Loan Documents, and any other documents given to secure and collateralize the indebtedness secured hereby. Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any other security or collateral, however, nothing herein contained shall prevent Assignee from successively or concurrently suing on the Note, foreclosing the Mortgage, or exercising any other right under any other document collateralizing the Note.

14 Merger. (i) The fact that the Leases or the leasehold estates created thereby may be held directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises; (ii) the operation of law; or (iii) any other event shall not merge any Leases or the leasehold estates created thereby with the fee estate of the Premises as long as any of the indebtedness secured hereby and by the Note, Mortgage and other Loan Documents shall remain unpaid, unless Assignee shall consent in writing to such merger.

15 Termination of Assignment. Upon payment in full of all of the indebtedness secured by the Note, Mortgage and other Loan Documents and all sums payable hereunder, Assignee shall execute and deliver a release of this Assignment. No judgment or decree entered as to said indebtedness shall operate to terminate or lessen the effect of this Assignment until the indebtedness has actually been paid. The affidavit, certificate, letter or statement of any officer of Assignee showing that any part of said indebtedness has remained unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment. Any person, firm or corporation may, and is hereby authorized to rely on such affidavit, certificate, letter or statement. A demand by Assignee to any tenant for payment of rents by reason of any default claimed by Assignee shall be sufficient direction to said tenant to make future payments of Rents to Assignee without the necessity for further consent by or notice to Assignor.

16 Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first class United States Mail, postage prepaid, certified or registered with return receipt requested, or by delivering same in person to the intended address, as follows:

If to Assignor
Manufacturers Affiliated Trust Co.
5801 W. Cermak Rd.
Berwyn, IL 60650

As Trustee U/W/A/E #450
dated 01/26/2004 12:27 PM

With a Copy to

If to Assignee

Affiliated Bank/Western National
5801 W. Cermak Rd.

With a Copy to

Cicero, IL 60650

or at such other place as any party hereto may by notice in writing designate as a place of service of notice hereunder. Notices so mailed shall be effective upon the date of its deposit. Notice given by personal delivery shall be effective upon delivery.

17 Successors. The terms, covenants, conditions and warranties contained herein, and the powers granted hereby shall run with the land and shall inure to the benefit of and bind all parties hereto and their respective heirs, successors and assigns, all tenants and their subtenants and assigns, and all subsequent owners of the Premises and all successors, transferees, and assignees of Assignee and all subsequent holders of the Note and Mortgage.

18 Additional Rights and Remedies. In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the observance of the agreements, covenants, terms and conditions contained herein, as well as the right to ordinary and punitive damages occasioned by any breach or default by Assignor.

19 Severability. If any provision of this Assignment or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of its provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

20 Third Party Beneficiaries. It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

21 Entire Agreement. This document contains the entire agreement concerning the assignment of Leases and Rents between the parties hereto. No variations, modifications or changes hereon or hereof shall be binding upon any party herein, unless set forth in a document duly executed by or on behalf of such party.

22 Construction. Whenever used herein, and the context requires it, the singular shall include the plural, and the plural the singular, and any gender shall include all genders. All obligations of each Assignor hereunder shall be joint and several.

23 Governing Law. The parties agree that the law of the State of Illinois shall govern the performance and enforcement of this Assignment except that if the Premises are located in a state other than the State of Illinois, proceedings relating to the enforcement of remedies shall be determined in accordance with the laws where the Premises are located.

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

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LAND TRUST

EXEMPTION

This instrument is executed by the undersigned not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by the undersigned are undertaken by us solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against the undersigned by reason of anything contained in said instrument, or in any previously executed document whether or not executed by said undersigned either individually or as Trustee as aforesaid, relating to the subject matter of the foregoing agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF this instrument has been duly executed the day and year hereabove written.

This instrument is executed by the undersigned not personally, but solely as Trustee as aforesaid, 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 hereof and through the enforcement of the provisions of any other collateral from time to time securing payment hereof. No personal liability shall be asserted or be enforceable against the undersigned, as Trustee because or in respect of this instrument or the making, issue or transfer thereof, of such liability of said Trustee, if any, being expressly waived in any manner.

Manufacturers Affiliated Trust Co.
as Trustee under Trust Agreement dated 01/15/71 1884

and known as Trust No. 9050
and not personally

By Carol Ann Weber
its CAROL ANN WEBER

its Second Vice President

ATTEST (SEAL)

By Rosemaria J. Saran
Name: Rosemaria J. Saran
Title: Land Trust Officer

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ASSIGNMENT BY BENEFICIARY(IES)

For good and valuable consideration, receipt of which is hereby acknowledged, _____ as Beneficiary(ies) of _____ as Beneficiary(ies) of _____ (husb. joint) in this Assignment for the purpose of assigning () entire right, title and interest in and to the aforesaid rents issues and profits of the premises.

Dated as of _____ 1987

Michael Kazarian

Michael Kazarian

Audrey M. Kazarian

Audrey M. Kazarian

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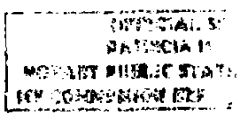
STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, *the undersigned* a Notary Public in and for the County and State aforesaid, do hereby certify that _____ Audrey M. Kazarian personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his/their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand as Notary Seal this _____ day of June 1987

Patricia M. [Signature]
Notary Public

My commission expires: _____



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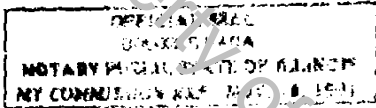
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TRUSTEE'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Dolores Para, a Notary Public in and for the County and State aforesaid, do hereby certify that Carol Ann Weber and Rosemarie J. Bagat, the Second Vice President and Land Trust Officer respectively of Manufacturers Affiliated Trust Co., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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, not personally but as Trustee under Trust No. 11884 for the uses and purposes therein set forth, and that the said Land Trust Officer did then affix the seal of said bank as his free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of June, 1959.



Dolores Para
Notary Public

My Commission Expires:

BENEFICIARIES' ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Michael Kazarian, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Audrey H. Kazarian and [redacted] personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the beneficiaries of Manufacturers Affiliated Trust Co., not individually, but as Trustee as aforesaid, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this [redacted] day of [redacted], 19[redacted].

Michael Kazarian
Notary Public

My Commission Expires:

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EXHIBIT A

LEGAL DESCRIPTION

PIN # 16-19 421-024

Common Address :
6608 W. Cermak Ex.
Berwyn

IL 60302

LOT 279 IN BERWYN MANOR, A SUBDIVISION OF THE
SOUTH 1271.3 FEET OF THE SOUTHEAST 1/4 OF
SECTION 19, TOWNSHIP 35 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS

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3 Prior Approval for Actions Affecting Leases. Assignor further covenants and agrees that it shall not, without the prior written consent of the Assignee:

(a) Receive or collect any Rents, in cash or by promissory note, from any present or future tenant of the premises or any part thereof for a period of more than one (1) month in advance of the date on which such payment is due, or further pledge, transfer, mortgage or otherwise encumber or assign the Lease or future payments of Rents, or incur any indebtedness, liability or other obligation to any tenant;

(b) Waive, excuse, or waive, abate, condone, discount, set off, compromise or in any manner release or discharge any tenant under any of the Leases of and from any obligations, covenant, condition or warranty to be observed, performed or fulfilled by the tenant, including the obligation to pay the rents hereunder in the manner and at the place and time specified therein;

(c) Cancel, terminate or consent to any surrender of any of the Leases, permit any cancellation or termination, commence an action of eviction or any summary proceeding for dispossession of the tenant under any of the Leases, or exercise any right of recapture provided in any of the Leases, or consent to any assignment of or subletting under any of the Leases; or

(d) Lease any part of the Premises, or renew or extend the term of any of the Leases, or modify or alter any term of any of the Leases.

4 Rejection of Leases. In the event any lessee under the Lease should be the subject of any proceeding under the Federal Bankruptcy Act or any other federal statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any of the Leases is so rejected, no settlement for damages shall be made without the prior written consent of the Assignee, and any check on payment of damages for rejection of any such Lease will be made payable jointly to the Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment to Assignee may be due.

5 Default Deemed Default Under the Note and Mortgage. In the event any representation or warranty of Assignor made herein shall be found to be untrue, or Assignor shall default in the performance or fulfillment of any obligation, term, covenant, condition or warranty herein, the Assignee may, at its option, declare such circumstance to be a default under the Note and Mortgage, thereby enabling Assignee to declare all sums secured hereby and thereby immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and herein, as may be law.

6 Right to Collect Rents. Assignor shall be deemed to default by Assignor in the payment of any indebtedness secured hereby or in the performance or fulfillment of any obligation, term, covenant, condition or warranty contained herein or in the Note, Mortgage, other Loan Documents, or in the Leases. Assignor shall have the right under a license granted hereby, but limited as provided in the following paragraph, to collect and receive by itself, all of the Rents arising from or out of said Leases or any renewals, extensions and replacements thereof, or from or out of the Premises or any part thereof. Assignor shall receive such Rents and shall hold them as a trust fund to be applied as required under the terms and conditions of the Note, Mortgage and other Loan Documents, and Assignor hereby covenants to so apply them before using any part thereof for any other purposes in such order as Assignee may direct to the payment of taxes and assessments upon said Premises, to pay any liability or interest due thereon, to the cost of insurance, utility, maintenance, repairs, replacements and renovations required by the terms of the Note, Mortgage and other Loan Documents; to the satisfaction of all obligations specifically set forth in the Leases; and to the payment of interest and principal hereunder on the Note.

7 Enforcement and Termination of Right to Collect Rents. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance or fulfillment of any obligation, term, covenant, condition or warranty contained herein, in the Note, Mortgage, other Loan Documents or in the Leases, Assignor shall have, with or without further notice, the complete right, power and authority to exercise and enforce any or all of the following rights and remedies at any time:

(a) To terminate the right granted to Assignor to collect the Rents and to take possession and to demand, collect, receive, sue for, attack and levy against the Rents in Assignor's own name, to give proper receipts, releases and accountances therefor and other deducting all necessary costs and expenses of operation and collection, including attorney's fees, to apply the net proceeds thereof together with any funds of Assignor deposited with Assignor, upon any indebtedness secured hereby in such order as Assignee may determine, and this Assignor shall constitute a direction to and full authority to any lessee, tenant or other third party who has heretofore dealt or may hereafter deal with Assignor or Assignee, at the request and direction of Assignee, to pay all Rents owing under any lease or other agreement to the Assignee without regard to the default herein upon, or of any such lease, tenant or third party, hereby irrevocably authorized to say, sign and convey with full and complete force and effect, and to do so, any request, notice or demand by the Assignee for the payment to the Assignee of any Rents or other sums which may be or may hereafter become due under its lease or other agreement, or for the performance of any undertakings under any such lease or other agreement, and shall have no duty to inquire as to whether any default hereunder under the Loan Documents has actually occurred or is then existing;

(b) To declare all sums secured hereby immediately due and payable and, at its option, exercise all or any of the rights and remedies contained in the Note, Mortgage and other Loan Documents;

(c) Without regard to the adequacy of the security or the solvency of Assignor, with or without any action or proceeding through any person, by agent or by receiver to be appointed by a court, and without regard to Assignor's possession, to enter upon, take possession of, manage and operate the Premises or any part thereof, make, modify, enforce, cancel or a complete surrender of any leases now or hereafter in effect on said Premises or any part thereof, remove and evict any lessee, increase or decrease rents, clean, maintain, repair or remodel the Premises, for the use of any and/or incur any costs or expenses that Assignee shall deem proper to protect the security thereof, as fully and to the same extent as Assignor could do if in possession, and apply the Rents so collected in such order as Assignee shall deem proper to the payment of costs and expenses incurred by Assignee in enforcing its rights and remedies hereunder including court costs and attorneys' fees, and to the payment of costs and expenses incurred by Assignee in connection with the operation and management of the Premises, including management and brokerage fees and commissions, and to the payment of the indebtedness secured by the Note and secured by the other Loan Documents; and

(d) Require Assignor to transfer and set any deposits to Assignee, together with all records evidencing these deposits.

Provided, however, that the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created shall be prior to entry upon and taking possession of said Premises by Assignee, be deemed or construed to constitute Assignee a "Mortgagee in Possession," nor thereafter at any time or in any event obligate Assignee to appeal to, or defend any action or proceeding relating to the Leases or to the Premises, or take any action hereunder to expend any money, incur any expenses, or perform or discharge any obligation, duty or liability under the terms of the Leases or any other obligation or responsibility, for any security deposits or other deposits delivered to Assignor by any lessee thereunder and not assigned and delivered to Assignee. Furthermore, Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises.

Provided further, however, that the collection of the Rents and the taking possession of the Premises and/or the entry upon and taking possession of the Premises shall not cure or waive any default, waive, modify or affect any action of default required under the Note or Mortgage, or invalidate any act done pursuant to such notice.

The rights, powers and remedies conferred on Assignee hereunder, (a) shall be cumulative and concurrent with and not in lieu of any other rights, powers and remedies conferred on Assignor hereunder under the Note, Mortgage or other Loan Documents; (b) may be pursued separately, successively or concurrently against and Assignor or the Premises; (c) may be exercised as often as occasion therefor shall arise, it being agreed by Assignor that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) shall be, non-exclusive.

8 Authority to Cure Default. Assignee shall have the right and option at any time or from time to time, in its sole discretion (but under no circumstances shall it be required or obligated) to take in its name or in the name of Assignor such action as Assignee may determine to be necessary to cure any default of Assignor under any of the Leases, whether or not an appropriate cure or grace period has expired. Assignor agrees to protect, defend, indemnify and hold Assignee harmless from and against any and all costs, fees, liability or expense (including, but not limited to, attorneys' fees and expenses) in connection with Assignee's exercise of its rights hereunder, with interest thereon at the Default Rate set forth in the Note.

9 Appointment of Attorney. Assignor hereby constitutes and appoints Assignee its true and lawful attorney, coupled with an interest of Assignor, so that in the name, place and stead of Assignor, the Assignee may subordinate, at any time and from time to time, any leases affecting the Premises or any part thereof to the lien of the Mortgage, any other mortgage or deed of trust encumbering the Premises, or any ground lease of the Premises, and request or require such subordination when a such option or authority was reserved to Assignor.

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