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#### COLLATERAL ASSIGNMENT OF LEASE AND RENTS

	THIS	ASSIC	inment	, made	as of	this	3rd	day of	Octobe	<u></u> '
19	90 ,	by F	iret n	Ational	BANK OF	CICHA	, no	ot indiv	vidually	/, but
AB	Trust	e und	der Tr	ust Ag	reemen	t Date	d April	24. 1973		, and
kn	owr as	Trust	: Numb	er <u>38</u>	09	_, &s	(Assigno	or) to 1	rirst na	ational
							sociatio			princi-
pe	l place		usine	ee in	Cicero	, 2113	inois, as	Assign	100;	

whereas,	Assigner, to	evidence an	d secure a los	in indebtednes	18
		<b>Z</b> T	promissory not	-Thousand-and-no,	/100
herewith in t	he principal	amount of _	(\$ 250,0	00.00)	, •
payable as in	the note pr	t bne bibivo	inally maturin	ng on	
October 3, 1990	)	with interes	t as therein e	expressed, and	l
has executed	and delivere	d a Mortgage	it being agr	eed that	
"mortgage" as	hereinafter	used shall	be construed t	o mean "Deed	
of Trust" or	"Trust Deed"	or Deed to	Secure Debt" i	f the context	
so requires)	bearing the	aforesaid da	te to secura	aid Note on	8
certain real	estate in th	e County of	Cook	State of	19
Illinois	, more parti	oularly desc	ribed as follo	OI EWO	1917
					C

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 Cidaro, IL 60650

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

County, Illinois. Township 39 North, Range 13, Rast of the Third Principal Meridian, in Cook Subdivision of the South 1271.3 feet of the Southwest % of Section 19, a .ansbrad arrest it 84 tol bas (lostent test 81 and lot 48 in Berryn Gardens, a

TOURIEE-6T-9T INIA

Property of Cook County Clerks O/K/A: SIOI-II B. Grave Avenue Berryn, IL. 60402

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OPTIOID TO NAME JANOITAN TENIT ALITIM C' YEDROOM

IN CENASERY BAY THEMODOCI BIRT

010010, IL. 60650 6000 N. Carmak Read THEGISERS HOLD ROLLER

THEORY PROCESSED DOCUMENT TO:

bach Marrat N. 0008 PINET NATIONAL BANK OF CICHRO

010020, IL. 60650

**AD** 

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RECORD AND LANGER CO(0) Pr. (CIST) - C. MIBOU AVEROVAL EVEN TO THE TOP

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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, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the command 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 or said leases and any of them, all of which are hereinafter called the "leases," and all rents and other income which may now or hercafter 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

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. Lesses of the mortgaged premises, or any part thereof, are hereby appressly authorised 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 ere 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

#### UNOFFICIAL COPY 4 7 5

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 as Claned 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 Areignee 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

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

paid to Assignor.

Any emounts collected hereunder by Assignee which ere in tabilities and indebtedness at the time due shall be promptly liabilities and indebtedness at the time due shall be promptly

ficenses, employee or stranger.

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

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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 heir; legal representatives, successors and assigns, and any subsequent owner of the mortgaged premises.

Notwith fonding 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. Assign(r 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,

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 lesses 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 lesses therefor.

This assignment is executed by FIRST MATICMAL BANK OF CIGERO, 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 he warranty hereinabove)

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 Algignor and its successors and said Association personally are concerned, the Holders and the owner or owners of any indebtainess accruing hereunder shall look solely to any (1) the premises and the rents, issues and one or more of: 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 (4) the personal liability of the guarantor, or if any.

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

FIRST NATIONAL BANK OF CICERO AS TRUSTER UNDER TRUST AGREST TO DATED APRIL 24, 1973 AND KNOWN AS TRUST NUMBER

3809 AND TOTAL BOTH ALLOW

CLAND J. BICHTED VICE PRESIDENT

ATTEST

ACCIDIANT SECRETAR

STATE OF Illinois 38: COUNTY OF COOK , a Notary Public in and for said I, the undersigned , a Notary Public in and for County, in the State aforesaid, DO HEREBY CERTIFY, that Glann J. Richter Vice President of FIRST MA the undersigned Vice President of FIRST NATIONAL BANK OF CICERO , and Bency Fudals 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 Baid Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Becretary \_, 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 oct and as the free and voluntary act of said Bank, as Trustee 22 aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this Like \_\_\_\_\_, 19<u>/</u>0\_. Notary

THIS INSTRUMENT WAS PREPARED BY:

WILLIAM C. ANDERSON Senior Vice President FIRST NATIOANL BANK OF CICERO 6000 West Cermak Road Cicero, Illinois: 60650 (312) 780-4908() 1 £100

"OFFICIAL SEAL" Carol Pratali Notary Public, State of Illinois My Commission Expires 1/9/93

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Proberty of Cook County Clark's Office

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