

#### ASSIGNMENT OF RENTS AND LEASES

This Indenture made this 18th day of July, 1991, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, as Trustee under Trust Agreement dated June 28, 1991 and known as Trust Number 114137-05, (hereinafter referred to as "Borrower") and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, (hereinafter referred to as "Lender").

#### WITNESSETH:

Whereas, Borrower is justly indebted to Lender and in evidence of such debt, has executed and delivered to Lender a Note in the principal amount of Five Hundred Fifty Thousand (\$550,000) Dollars secured by a Mortgage of even date herewith covering real estate in Cook County, Illinois and related fixtures, equipment and personal property (hereinafter referred to as "Premises") described in Exhibit "A" attached hereto and by this reference made a part hereof;

NOW, THEREFORE, in consideration of the loan referred to above, Borrower hereby grants, transfers and assigns unto Lender all the right, title and interest of Borrower in and to all of the easements, rents, issues, profits, revenues, royalties, rights and benefits (herein collectively referred to as "Rents") of and from the Premises, and to that and, Borrower hereby transfers and assigns unto Lender all leases of all or part of the Premises now existing or hereafter made, executed or delivered, whether oral or written, together with any and all renewals, extensions and thereof and any guarantees of the modifications Lessee's obligations under any thereof (all or said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as the "Leases") for the purpose of securing the payment of the Note, the Mortgage or this Assignment, however and whenever incurred, whether direct or indirect, absolute or contingent, due or to become due, including any and all extensions, modifications or renewals or the Note, the Mortgage or this Assignment or any debt or liability agising thereunder (herein collectively referred to as the "Debts").

This Assignment shall be in full force and effect while the Debts shall have been fully paid and satisfied.

Borrower hereby authorizes and empowers Lender to collect any and all Rents as they become due and to take such measures, legal or equitable, as may be necessary to enforce collection, and hereby directs each and all of the Lessees of the Premises, or any part thereof, to pay any such Rents as may now be due or shall hereafter become due to Lender upon demand by Lender. It is understood and agreed, however, that no such demand shall be made unless and until there is an event of default under the Note and Mortgage, after the notice therein required. Lessees shall pay the Rents to Lender upon such demand without further inquiry, and payment to Lender

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION

Lots 1, 2 and 3 (except the North 4.00 feet thereof, measured at right angles) in Herbert Schmeisser's Subdivision of that part of the North East 1/4 of the North East 1/4 of Section 24, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows: beginning at the North West corner of the North East 1/4 of the North East 1/4 of Section 24 aforesaid; thence East along the North line of said Section 210.0 feet; thence South along a line at right angles to said North line, a distance of 218.0 feet; thence West along a line parallel to the North line of said Section to the West line of the North East 1/4 of the North East 1/4 of said Section; thence North along said West line to the plat of beginning, according to plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on June 16, 1961, as document 1982982, and to Surveyor's Certificate of Correction registered as document 2482093.

Said premises more commonly known as: 7315 West Dempster Road, Niles, Illinois 60648

P.I.N.: 09-24-201-020-0000, 09-24-201-021-0000 and 09-24-201-022-0007

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shall be a full defense by any such Lessee to any claim for said Rents by Borrower, regardless of any defense or counterclaim Borrower might have against Lender. Until such demand is made, Borrower is authorized to collect the Rents; provided, however, Borrower shall not collect any Rents more than one month in advance without the written consent of Lender, except for customary deposits as security for the performance of the Lessees thereunder (herein the advanced payment of the final month's Rent under a lease if the same be intended as, or in lieu of, a security deposit shall be considered a security deposit).

This Assignment shall inure to the benefit of Lender as holder of the Note, and to Lender's assigns and successors in interest.

This Assignment of Rents and Leases is executed by AMERICAN NATIONAL DAW AND TRUST COMPANY of Chicago, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, as Tristee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Not contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that AMERICAN NATIONAL PANK AND TRUST COMPANY of Chicago, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenants herein contained.

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#### **UNOFFICIAL COPY**

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, not personally but as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY of Chicago not personally, but as Trustee under Trust Dated June 28, 1991 and known as Trust No. 114137-05

By:

Vice President

Oct County Clark's Office

Attest:

Assistant Secretary

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# 3982345

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County, DO HER President of A and are personally are subscribed and Assistant in person, and instrument as voluntary act uses and purpor corporate shall said Company and as the free	EN CERTIFY THAT AND TRUST COMPANY of Chicago, MERICAN NATIONAL BANK AND TRUST COMPANY of Chicago, Assistant Secretary of said Company, who known to me to be the same person(s) whose name(s) to the foregoing instrument as such Vice President acknowledged that they signed and delivered the said their own free and voluntary act and as the free and of said Company, as Trustee as aforesaid, for the of said Company, did affix the corporate seal of said instrument as his own free and voluntary act an
•	er my nand and seal this Salday of July, 1991.
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My Commission	Expires:
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