

UNOFFICIAL COPY



# 98048923

\* Re record to add legal \*

97752006 Page 1 of 3

3340/0006 03 001 1997-10-09 09:16:05  
Cook County Recorder 47.00

ASSIGNMENT OF RENTS

THIS ASSIGNMENT, made the 7th day of Oct., 19 97, by Ted Moniuszko and Gail S. Moniuszko, Owner, to American Trust and Savings Bank, Whiting, Indiana, Mortgagee,

WITNESSETH, that whereas the Owner has title to the premises, 13820 S. Marquette, Burnham, Illinois and the Mortgagee now holds a mortgage thereon and in order to better secure the payment of the said mortgage and the performance of all of the terms, covenants and conditions of the said mortgage and of the note which it secured;

NOW THEREFORE, THIS ASSIGNMENT WITNESSETH, as follows:

1. That the Owner does hereby transfer and assign unto the said Mortgagee and its assigns forever, all of the rents, revenue, issues and profits now due and hereafter to become due from the mortgaged premises above described, and also all leases and rental agreements affecting the said premises.

2. The Mortgagee is hereby given and granted full power and authority, as principal:

a) To enter upon and take possession of said premises; to demand, collect and receive from the tenant or tenants now or hereafter in possession of the said premises, or any part thereof, or from other persons liable therefor, all of the rents and revenues from such tenant or tenants or other persons, which may now be due and unpaid and which may hereafter become due; to institute and carry on all legal proceedings as may be necessary to recover the possession of the whole or of any part of said premises; to institute and prosecute any and all suits for the collection of rents and all other revenues from said premises which may now be due and unpaid and which may hereafter become due; to institute and prosecute summary proceedings for the removal of any tenant or tenants or other persons from said premises; and to pay the cost and expenses of all such suits and proceedings out of the rents and other revenues received;

b) To maintain said premises and keep the same in repair; to pay, out of the rents and other revenues received, the costs thereof and of all services of all employees, including their equipment, and of all of the running expenses and expenses of maintaining and keeping said premises in repair and in proper condition, also all interest on the principal sum of the note and mortgage above mentioned, now due and unpaid and hereafter to become due, and all of the above mentioned principal sum of said note and mortgage now due and unpaid and hereafter to become due, and also all taxes, assessments and water rates now due and unpaid and which may hereafter become due and a charge or lien upon said premises, and the premiums on policies or fire insurance now or hereafter effected by the said Mortgagee as security for the amount secured by said mortgage;

c) To execute and comply with all the laws of the State of Indiana, and also all laws, rules, orders, ordinances and requirements of any and all Departments and Bureaus, affecting said premises and to pay the costs thereof out of the rents and other revenues received;

d) To rent or lease the whole or any part of said premises for such term or terms and on such conditions as to the said Mortgagee may seem proper;

Pin# 30-06-102-023-00002 024, 025,

08003727

-1-

BOX 333-CTI

026, 027, 028, 029

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

08003727

e) To employ an agent or agents to rent and manage said property and to collect the said rents and other revenues thereof, and to pay the reasonable value of its or their services out of the rents and revenues received;

f) To act exclusively and solely in the place and stead of the Owner, and to have all of the powers as Owner, as possessed by the said Owner, for the purposes aforesaid.

3. The said Owner hereby authorizes and empowers the said Mortgagee to effect general liability insurance, boiler insurance, plate glass insurance, rent insurance and workmen's compensation law insurance (in addition to the fire insurance above mentioned) and generally such other insurance as is customarily effected by an owner of real property of a style and kind of the premises above described, or as the said Mortgagee may deem advisable or necessary to effect, and to pay the premiums and charges therefor out of the said rents and other revenues received.

4. The said Mortgagee, in its sole discretion, shall, from time to time, determine to which one or more of the purposes aforesaid the said rents and revenues shall be applied and the amount to be applied thereto.

5. Nothing in this instrument contained shall prejudice or be construed to prejudice the right of the said Mortgagee to commence and prosecute, or to prevent the said Mortgagee from commencing and prosecuting any action which it may deem advisable, or which it may be entitled to commence and prosecute for the foreclosure of the above mentioned note and mortgage, or to prejudice any other rights of the said Mortgagee; nor shall this instrument be construed to waive any defaults now existing or which may occur under said note and mortgage; nor shall this instrument be construed as granting a forbearance or extension of time of payment.

6. This assignment of rents shall be held by the Mortgagee as additional and further security for the payment of the principal amount of the aforesaid mortgage and for the performance of all the terms, covenants and conditions of said note and mortgage, it being understood however, that the Mortgagee shall not apply or enforce this assignment of rents so long as the mortgagor or other Owner of the property shall fully and promptly pay the times required to be paid by said note and mortgage and provided further that the mortgagor or other Owner of the property shall fully and faithfully perform all the terms, covenants and conditions of the said note and mortgage; and it being further understood that immediately upon default by the Mortgagor or other Owner of the property in the performance of any of the terms, covenants and conditions of said note and mortgage or immediately upon the failure of the mortgagor or other Owner of the property to make any of the payments required to be made by said note and mortgage, and upon the occurrence of any default whatsoever, the Mortgagee may immediately apply and enforce this assignment of rents and exercise the rights and remedies thereunder, without previous or prior notice to the mortgagor or other Owner of the property; and thereupon this assignment of rents shall be and continue in full force and effect. Any failure or omission to enforce this assignment for any period of time shall not impair the force and effect thereof or prejudice the rights of the Mortgagee, nor shall the Mortgagee be required under this agreement to exercise or enforce any of the rights herein granted to it, all the matters herein contained being strictly discretionary with the said Mortgagee.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

LOTS 32, 33, 34, 35, 36, 37 AND 38 IN BLOCK 3 IN CALUMET RIVER ADDITION, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, ALSO THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE WEST 21.16 ACRES OF THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, AFORESAID LYING SOUTH AND WEST OF GRAND CALUMET RIVER, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office