



Doc# 1732649028 Fee \$40.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 11/22/2017 10:25 AM PG: 1 OF 2



Village of
Elmwood Park
11 Conti Parkway
Elmwood Park, IL 60707
708-452-7300

RESTRICTIVE COVENANT

We, the undersigned (hereinafter referred to as the "Owners"), the owners of the Real Property commonly known as 2428 Westbrook, Elmwood Park, Illinois and *legally described as 12-25-319-043*: and the Village of Elmwood Park ("Village"), a municipal corporation, by it's duly authorized agent, agrees as follows:

That in consideration of the Village waiving prosecution for the ordinance and/or zoning violations of maintaining a separate living area located in the Coach House of the above described premises, the owners do hereby agree and covenant with the Village of Elmwood Park to maintain said real property as a Single (1) Unit residence without further conversion, expansion or occupancy as a multiple family-dwelling. The Owners further agree that in the event of further violation or default of this agreement on their part, that the Village may terminate the unlawful occupancy of said premises and further initiate prosecution and avail itself of the remedies under the ordinances of the Village of Elmwood Park, at the sole cost and expense of the Owners.

This covenant shall run with the land and be binding upon all successors in title, transferees and all other persons having any interest whatsoever in said real estate. This document shall be recorded by the Village in the Office of the Recorder of Deeds, Cook County, Illinois.

IN WITNESS WHEREOF the undersigned has executed this document on the:

7 day of Nov. 2017.

OWNER(S):

Annette L. Jajko
Owner's Signature
Annette L. Jajko
Annette L. JAJKO
Owner Please Print

Subscribed and sworn to before me this
7 day of November 2017.

Debra F Miller
Notary Public & Seal

VILLAGE OF ELMWOOD PARK

BY: Martin Wisniewski

Its duly authorized agent: Martin Wisniewski, Code Enforcement Officer, Code Administration Dept.

Subscribed and sworn to before me this
7 day of November 2017.

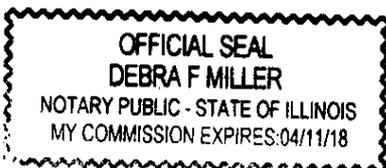
Debra F Miller
OFFICIAL SEAL
DEBRA F MILLER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:04/11/18

Notary Public & Seal

ATTEST: N/A

Purchaser's Signature (if applicable)
N/A

Purchaser Please Print (if applicable)



UNOFFICIAL COPY

Assignment of Rents

MIDWEST BANK AND TRUST COMPANY

FOR CORPORATE TRUSTEE

Loan No. 10784-8

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a corporation organized and existing under the laws of the State of Illinois

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned

in pursuance of a Trust Agreement dated June 19, 1979, and known as trust number 79-06-3020

in order to secure an indebtedness of SEVENTY-ONE THOUSAND TWO HUNDRED Dollars (\$71,200.00) and no/100.

executed a mortgage of even date herewith, mortgaging to FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

the following described real estate:

Lot 92 (except the South 36 feet measured at right angles and except the West 175 feet thereof) in Mont Clare Home Addition, a Subdivision in Section 25, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

RECORDED BY DEEDS

COOK COUNTY, ILLINOIS
FILED FOR RECORD

AUG 8 '79 11 00 AM

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and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporate trustee hereby assigns, transfers, and sets over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the said Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Mortgagee may do.

It is understood and agreed that the said Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the said Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the said Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said Mortgagee of its right of exercise thereafter.

This assignment of rents is executed by said corporation not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon it by its Board of Directors, and said corporation hereby warrants that it possesses full power

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