

UNOFFICIAL COPY

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ASSIGNMENT OF RENTS

85313726

KNOW ALL MEN BY THESE PRESENTS, that Joseph Molina and Gloria Molina, his wife, as joint tenants

hereinafter called the "Assignor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto

BELMONT NATIONAL BANK, 3179 North Clark Street, Chicago, Illinois hereinafter called the "Assignee", and their respective successors in office and assigns, all of the rents, issues and profits now due by virtue of any leases or sub-leases, whether written or verbal, or any letting or subletting or agreement for the use or occupancy of any part of the premises located upon the property described in the attached Exhibit "A" to which the Assignor is entitled. This Assignment includes the rents, issues and profits now or hereafter due by virtue of the said leases or sub-leases, if any.

This agreement is made as additional security for the payment by Assignor of the principal note dated December 1, 19 85 in the sum of Twenty Seven Thousand Seven Hundred Ninety Eight Dollars (\$ 27,798.06 ) with interest as stipulated therein, executed and delivered by the said Assignor to the Assignee, and as additional security for the full and faithful performance by the said Assignor of all of the terms and conditions of a certain mortgage or a deed of trust in the nature of a mortgage dated December 1st, 19 85, executed and delivered by the Assignor to the Assignee to secure the payment of the principal note and covering the premises described in Exhibit "A".

Assignor agrees that this Assignment shall cover all future leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of said premises.

Assignor further agrees that it will not assign the rent or any part of the rent of said premises, or cancel or amend any lease now in existence or hereafter made, or collect rents thereunder for a period further in advance than thirty (30) days without the written consent of the Assignee, or do any other act whereby the lien of the aforesaid mortgage may in the opinion of the Assignee be impaired in value or quality.

Assignor further agrees that this Assignment shall remain in full force and effect so long as the principal note remains unpaid and that it may be enforced by the Assignee, its successors and assigns, or the holder of said note.

It is the intention of the Assignor to create a present assignment of all the rents, issues and profits now due or which may hereafter become due, under or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of the premises hereinabove described, but inasmuch as this Assignment is made as additional security for the payment of the principal note hereinabove set forth, it is agreed that the Assignee's rights to collect said rental shall be conditioned upon the existence of default in the payment of said principal note according to its terms or in the performance of the terms and conditions of the Mortgage and security agreement in the nature of chattel mortgage executed and delivered by the Assignor to secure the payment of said principal note.

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Box 158

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In the event of any such default referred to in the preceding Paragraph hereof, Assignor does hereby authorize and empower the Assignee, its successors and assigns, or the holder of the principal note:

(a) To collect all of the rents, issues and profits now due or which may hereafter become due or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of said premises and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits;

(b) To use and possess furniture, furnishings, equipment, names, signs, books, records and files, and all other personal property used in the operation of Assignor's business;

(c) To operate the property and business of Assignor and pay all costs of operation, including costs not met from income collections obtained from such operations, and to make such other disbursements as may be reasonably necessary, in the opinion of the Assignee, to properly operate said property; and any and all such sums of money advanced for such purposes, or any of them, shall be deemed as additional principal sums secured by the Mortgage above described. Nothing herein contained, however, shall be construed as requiring Assignee to advance or expend money for any of the purposes aforesaid;

(d) To execute new leases or modify existing leases.

In the event Assignee does take possession of the premises in question pursuant to the provisions of this Assignment, Assignee shall not, under any circumstances, be liable for the failure to collect rents.

Any amounts received or collected by Assignee, its successors or assigns by virtue of this Agreement shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the holder of the principal note:

(1) To the payment of all necessary expenses for the operation, protection and preservation of said premises, including the usual and customary fees for management services;

(2) To the payment of taxes and assessments levied and assessed against the property described herein as said taxes and assessments become due and payable;

(3) To the payment of premiums due and payable on policies insuring said premises;

(4) To the payment of installments of principal and interest on the principal note as and when they become due and payable and to the payment of any other amounts which may become due and payable pursuant to the terms of said Mortgage; and

(5) The balance remaining after payment of the above shall be paid to the then owner of record of said premises.

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630-731-1100

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IN WITNESS WHEREOF, this Assignment of Rents has been executed and delivered by the Assignor this 1st day of December, 1985.

Joseph Molina  
Joseph Molina

Gloria Molina  
Gloria Molina

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK    )

DEPT-01 RECORDING                   \$12.00  
T#2222 TRAN 0078 12/06/85 14:14:00  
#1105 # B \*-85-313726

I, the undersigned, a Notary Public in and for the County in the State aforesaid, do hereby certify that Joseph Molina and Gloria Molina, his wife, as joint tenants

personally known to me to be the same persons whose name are subscribed to the foregoing instrument, 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 seal, this 30<sup>th</sup> day of November, 1985.

Anna Kowal  
NOTARY PUBLIC

MAIL TO:

BELMONT NATIONAL BANK  
3179 North Clark Street  
Chicago, Illinois 60657

PREPARED BY: Robert A. Pope  
3179 N. Clark Street  
Chicago, IL 60657

## EXHIBIT "A" LEGAL DESCRIPTION

LOT 19 AND THE SOUTH 8-1/3 FEET OF LOT 20 IN BLOCK 14 IN CHARLES J. FORD'S SUBDIVISION OF BLOCKS 3, 4, 5, 14, 15 AND LOTS 1, 2 AND 3 IN BLOCKS 16 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHWEST 1/4 OF THE NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE EAST 1/4 OF THE SOUTH EAST 1/4) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NO. 14-19-209-006, commonly known as 3843 W. Danen, Chicago, Illinois 60618

**12.00**

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