

86412508  
**UNOFFICIAL COPY**

ASSIGNMENT OF RENTS

12.00

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Hoffman

KNOW ALL MEN BY THESE PRESENTS, that  
BARRY A. WILLEY, married to Ann Willey, and GORDON B. WILLEY, married  
to Denise Willey,

executed a Trust Deed of even date herewith, mortgaging to CHICAGO TITLE AND TRUST COMPANY, the following described real estate:

(SEE LEGAL DESCRIPTION ATTACHED HERETO)

and, whereas the DES PLAINES NATIONAL BANK, a national banking association, holder of said Trust Deed 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 hereby assigns, transfers, and sets over unto said DES PLAINES NATIONAL BANK of DES PLAINES, ILLINOIS, hereinafter referred to as the Bank, and / or its successors and assigns, all of 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 hereindescribed, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Bank 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 Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and does hereby authorize the Bank 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 Bank may do.

It is understood and agreed that the said Bank 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 Bank, 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.

Document Prepared By: BARBARA SAMUELS, 678 Lee Street, Des Plaines, Illinois 60016

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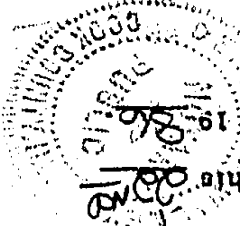
DES PLAINES, IL 60016  
678 LEE STREET

DES PLAINES NATIONAL BANK  
COMMERCIAL DIVISION

MAILING INSTRUCTIONS:

Box 333-7 (88)

Notary Public  
*James J. Leonard*



day of *August* A.D. 19*86*

GIVEN under my hand and Notary seal this  
therein set forth, including the release and waiver of the right of homestead,  
instrument as their free and voluntary act, for the uses and purposes  
and acknowledged that they signed, sealed and delivered the said  
subscribed to the foregoing instrument, appeared before me this day in person  
who are personally known to me to be the same persons, whose names are  
GORDON B. WILLEY, married to Denise Willey,  
DO HEREBY CERTIFY THAT BARRY A. WILLEY, married to Ann Willey, and  
a Notary Public in and for and residing in said County, in the State aforesaid,  
I,

STATE OF ILLINOIS )  
County of Cook ) ss.

*Barry A. Willey*  
BARRY A. WILLEY  
*Gordon B. Willey*  
GORDON B. WILLEY

1986 SEP 12 PM 3:12  
FILED FOR RECORD  
COOK COUNTY, ILLINOIS

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WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 12th day of August, A.D., 1986.

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Bank of its right of exercise therefor.  
It is further understood and agreed, that in the event of the exercise by 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 Bank 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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.  
It is understood and agreed that the Bank will not exercise its rights under this assignment until after default in any payment secured by the Trust-Deed or after a breach of any of its covenants.

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## PARCEL 1:

THAT PART OF LOT 'A' LYING SOUTHERLY OF AND ADJOINING THE SOUTHERLY LINE OF SOUTH MAYWOOD DRIVE AS DEDICATED BY INSTRUMENT RECORDED AUGUST 8, 1928 AS DOCUMENT 10112659, IN CUMMINGS AND FOREMAN'S REAL ESTATE CORPORATION SUBDIVISION OF LOTS 8 AND 11 AND PART OF LOTS 9, 10, 14 AND 15 IN COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 2:

A PARCEL OF LAND BEGINNING AT A POINT WHICH IS THE INTERSECTION OF A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE 'VILLAGE LINE' (SAID VILLAGE LINE BEING 1123.32 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 15), THENCE WEST ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID COMMISSIONER'S PARTITION, A DISTANCE OF 150 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 151.25 FEET TO A POINT IN SAID VILLAGE LINE, 18.83 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING, IN COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 3:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE GRANT FROM THE MUTUAL LIFE INSURANCE COMPANY OF NEW YORK, A CORPORATION OF NEW YORK, TO OWEN BUILDING CORPORATION, A CORPORATION OF ILLINOIS, DATED DECEMBER 26, 1950 AND RECORDED JANUARY 24, 1951 AS DOCUMENT 14997771, FOR THE LOCATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF UNDERGROUND WATER, SEWER AND GAS MAINS WITH NECESSARY SURFACE APPURTENANCES, IF ANY, OVER AND UNDER THE EASTERLY 10 FEET OF THAT PART OF LOT 'B' DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 'B' 195 FEET EAST OF THE SOUTH WEST CORNER THEREOF, THENCE NORTHWESTERLY TO A POINT ON THE LINE BETWEEN LOTS 'A' AND 'B' WHICH IS 180.99 FEET NORTHEASTERLY OF THE (MEASURED ALONG THE CHORD OF THE ARC) THE SAID SOUTH WEST CORNER OF LOT 'B'; THENCE SOUTHWESTERLY ALONG THE CURVED LINE BETWEEN SAID LOTS 'A' AND 'B' TO THE SOUTH WEST CORNER OF LOT 'B'; THENCE EAST TO POINT OF BEGINNING, IN CUMMINGS AND FOREMAN'S REAL ESTATE CORPORATION SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS

## PARCEL 4:

THAT PART OF A 34 FOOT STRIP OF LAND NORTHERLY OF AND ADJOINING THE NORTHEASTERLY LINE OF MAYWOOD DRIVE, AS DEDICATED BY DOCUMENT NO. 10112659, RECORDED AUGUST 8, 1928 AND BOUNDED ON THE EAST BY THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 'A' AND ON THE WEST BY THE NORTHERLY EXTENSION OF THE WEST LINE OF SAID LOT 'A' ALL IN CUMMINGS AND FOREMAN'S REAL ESTATE CORPORATION SUBDIVISION OF LOTS 8 AND 11 AND PART OF LOTS 9, 10, 14 AND 15 IN COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 15-15-102-030-0000

WIS  
2200 MAYWOOD DR, MAYWOOD ILL

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