

Box 333 - 3-29

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This instrument was prepared by  
Central Mortgage Processing Unit  
First National Bank of Evergreen Park  
Name

86415261 5 2 0 1

CLEARING BANK

3101 West 95th Street  
Evergreen Park Illinois 60642  
Address

5235 West 63rd Street / Chicago, Illinois 60638

PHONE: (312) 582-6300

12.00

CHICAGO, Illinois  
SEPTEMBER 9, 1986

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that E-QUIP MANUFACTURING CO., INC. (hereinafter called "First Party"), in consideration of One and 00/100 Dollar (\$1.00), to it in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged and confessed, does hereby assign, transfer and set over unto Clearing Bank its successors and assigns, (hereinafter called the "Second Party"), all the rents, earnings, income, issues, and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to it by the Second Party under the power herein granted; it being the intention hereof to make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises situated in the Township of XXXXXXXXXXXXXXXXXXXXXXXX, County of COOK, State of Illinois, and described as follows to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

hereby releasing and waiving all rights, if any, of First Party under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This instrument is given to secure payment of the principal sum and the interest of or upon a certain loan for ONE HUNDRED TWELVE THOUSAND AND 00/100 Dollars

(\$ 112,000.00 ) secured by Mortgage to Clearing Bank as Mortgagee, dated September 9, 1986, and filed for record in the Office of the Recorder of Deeds of COOK County, Illinois, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said Mortgage, have been fully paid.

This assignment shall not become operative until default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Mortgage herein referred to and in the Note secured thereby.

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Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said Mortgage above described, the First Party will, whether before or after the Note or Notes secured by said Mortgage is or are declared to be immediately due in accordance with the terms of said Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage, or before or after any sale thereof, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Mortgage, enter upon, take and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly herefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents, and may, at the expense of the mortgaged property, from time to time, either by purchase, repair or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, the Second Party may apply any and all monies arising as aforesaid:

- (1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said Mortgage, at the rate therein provided;
- (2) To the payment of the interest accrued and unpaid on the said Note or Notes;
- (3) To the payment of the principal of the said Note or Notes from time to time remaining outstanding and unpaid;
- (4) To the payment of any and all other charges secured by or created under the said Mortgage above referred to; and
- (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3) and (4); to the First Party.

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the Note and release of the Mortgage securing said Note shall ipso facto operate as a release of this instrument.

STATE OF ILLINOIS  
COUNTY OF COOK

E-QUIP MANUFACTURING CO., INC. By: William Minyard  
By: Robert P. Wilder By: William Minyard President  
Robert P. Wilder, Vice-Pres. Dan Minyard, Secretary/Treasurer  
By: Billy Minyard By: James Minyard  
Billy Minyard, Vice-Pres. James Minyard, Assistant Treas.

The foregoing instrument was acknowledged before me, a Notary Public, this \_\_\_\_\_ day of \_\_\_\_\_, 1986, by \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

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ATTEST

Dan Minyard  
Secretary

STATE OF ILLINOIS

COUNTY OF COOK

} ss.

I, Susan M. Gallagher a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Millard Minyard and Dan Minyard and also James Minyard, Robert P. Wilder and Billy Minyard personally known to me and known by me to be the President and Secretary respectively of E-Quip Manufacturing Co., Inc. in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said E-Quip Manufacturing Co., Inc. as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said E-Quip Manufacturing Co., Inc. did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said E-Quip Manufacturing Co., Inc. as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10th day of September, 1986

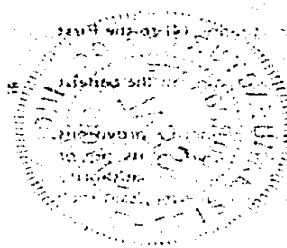
Susan M. Gallagher  
Notary Public

My commission expires: NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAR. 4, 1990  
ISSUED THRU ILL. NOTARY ASSOC.

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 SEP 15 PM 2:21



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This Rider is attached to Commercial Assignment of Rents from E-EQUIP MANUFACTURING CO., INC. TO CLEARING BANK dated September 9, 1986.

PROPERTY ADDRESS: 4457 South Kildare  
Chicago Illinois 60632

EXHIBIT "A"

PTI # 19-03400-004  
19-03-400-015

## PARCEL 1:

THAT PART OF LOT "B" IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CHICAGO, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, IN BOOK 67 OF PLATS, PAGE 44, BOUND AND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF W. 45TH STREET (A PRIVATE STREET), SAID NORTH LINE OF W. 45TH STREET BEING 1300.32 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SECTION 3, AND THE EAST LINE OF S. KILDARE BOULEVARD (A PRIVATE STREET), SAID EAST LINE OF S. KILDARE BOULEVARD, BEING 655.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SECTION 3, AND RUNNING THENCE NORTH ALONG SAID EAST LINE OF S. KILDARE BOULEVARD, A DISTANCE OF 216.95 FEET; THENCE EAST ALONG A STRAIGHT LINE, A DISTANCE OF 86.02 FEET TO A POINT WHICH IS 218.20 FEET (MEASURED PERPENDICULARLY) NORTH FROM SAID NORTH LINE OF W. 45TH STREET; THENCE NORTH ALONG A LINE WHICH IS PARALLEL WITH SAID EAST LINE OF S. KILDARE BOULEVARD, A DISTANCE OF 123.80 FEET TO ITS INTERSECTION WITH A LINE 958.32 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTERLINE OF SECTION 3; THENCE EAST ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 42.48 FEET TO ITS INTERSECTION WITH A LINE 784.43 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTERLINE OF SECTION 3; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 342.00 FEET TO ITS INTERSECTION WITH SAID NORTH LINE OF W. 45TH STREET, AND THENCE WEST ALONG SAID NORTH LINE OF W. 45TH STREET, A DISTANCE OF 128.50 FEET TO THE POINT OF BEGINNING, CONTAINING 33,243 SQUARE FEET OF LAND, MORE OR LESS.

## PARCEL 2

AN EASEMENT IN PERPETUITY, UPON, OVER AND ACROSS TWO STRIPS OF LAND, EAST 66 FEET IN WIDTH, KNOWN AS PARTS OF SOUTH KILDARE AVENUE AND WEST 45TH STREET, PRIVATE STREETS ADJOINING ON THE WEST SIDE AND THE SOUTH SIDE, RESPECTIVELY, OF PARCELS 2 AND 3 DESCRIBED ABOVE FOR THE BENEFIT OF THE OWNERS OF SAID PARCELS IN COMMON WITH THE TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT, THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER A DEED DATED MARCH 28, 1928 KN AS TRUST NO. 6538 THEIR RESPECTIVE SUCCESSORS, GRANTEEES AND ASSIGNS AND ANY OTHER TO WHOM THEY OR IT HAVE HERETOFORE GRANTED, OR MAY HEREAFTER GRANT, SIMILAR RIGHTS SUBJECT TO THE RESERVATIONS, CONDITIONS AND COVENANTS SET FORTH IN A DEED RECORDED JULY 18, 1933 IN BOOK 30763 PAGE 527 AS DOCUMENT 11261004 AND ALSO IN A DEED RECORDED DECEMBER 8, 1941 IN BOOK 37240 PAGE 382 AS DOCUMENT 12806966, ALL IN COOK COUNTY, ILLINOIS.

THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS:--

THE EAST AND WEST CENTERLINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2596.77 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2642.84 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 MEASURED 2669.37 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3;

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