

UNOFFICIAL COPY

86469302

ASSIGNMENT OF RENTS 9 8 86

HARRIS BANK ROSELLE, formerly

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Roselle State Bank & Trust Co., Trustee under Trust #1432, dated 7/8/72
of the Village of Roselle County of DuPage and State of Illinois,

in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto

MOUNT PROSPECT STATE BANK

12.00

a corporation organized and existing under the laws of the United States (hereinafter referred to as the Bank) all the rents, issues and profits now due and which may hereafter, become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use of occupancy of any part of the following described premises:

Legal description attached as exhibit "A"

PIN: 08-34-300-014
Route 3, Tonne Rd, Bensenville, IL

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all the rents, issues and profits thereunder unto the Bank, whether the said leases or agreements 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.

The undersigned, do hereby irrevocably appoint the said Bank their agent for the management of said property, and do 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 being 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 and the care and management of said premises, including taxes, and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Bank may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by them at a rate per month fixed by the Bank, and a failure on their part 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 any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Bank.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 1st day of October A. D. 19 86

THIS ASSIGNMENTS OF RENTS is executed by Harris Bank Roselle not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said party of the first part or on said Bank personally to pay the said principal notes or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successors and said Bank personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice-President - Trust Officer and attested by its Assistant Secretary, the day and year first above written.

HARRIS BANK ROSELLE

Trustee as aforesaid

STATE OF ILLINOIS }
COUNTY OF DU PAGE } SS.

By: [Signature] Vice-President - Trust Officer
Attest: [Signature] Assistant Secretary

I, the undersigned, A NOTARY PUBLIC in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that the above named Vice-President - Trust Officer of Harris Bank Roselle and the above named Assistant Secretary of said Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President - Trust Officer and Assistant Secretary respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth, and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Association, did affix the said corporate seal of said Association to said instrument as his own and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of October 19 86

Prepared by a mail to:
Mt. Prospect State Bank
111 E. Busse Ave
Mt Prospect, IL 60056
Box 15

[Signature] Notary Public

2092
TTIC A 217398

86469302

UNOFFICIAL COPY

COOK COUNTY CLERK
JULIA A. HARRIS

1006 OCT 10 AM 10:15

86469302

Property of Cook County Clerk's Office

Property of Cook County Clerk's Office

..... (SEAL) (SEAL)

STATE OF ILLINOIS

COUNTY OF

ss.

I, a Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that

personally known to me to be the same person whose name subscribed to the foregoing Instrument, ap-
peared before me this day in person, and acknowledged that signed, sealed and delivered the said
Instrument as free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, this day of A. D. 19

Notary Public

86469362

86469362

ASSIGNMENT OF INTERESTS

86469302

HARRIS BANK ROSELLE, formerly

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

Roselle State Bank & Trust Co., Trustee under Trust #1432, dated 1/8/72

and State of Illinois,

in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt

whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto

MOUNT PROSPECT STATE BANK

a corporation organized and existing under the laws of the United States

(hereinafter referred to as the Bank) all the rents, issues and profits now due and which may hereafter become due under

or by virtue of any lease, whether written or verbal, or any letting or of any agreement for the use or occupancy of any part

of the following described premises:

Legal description attached as exhibit "A"

PIN 08-34-300-044

Route 3, Toms River Rd, Bensenville, IL

TTC A 217398

202

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and

agreements and all the aforesaid premises, whether the said leases or agreements may have been heretofore or

may be hereafter made or agreed to, or which were made or agreed to by the Bank under the power herein granted,

The undersigned do hereby irrevocably appoint the said Bank their agent for the management of said property, and do

hereby authorize the Bank to let and re-let said premises or any part thereof, according to its own discretion, and to bring or

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 being understood and agreed that the said Bank shall have the power to use and apply said rents, 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 and the care and management of said

premises, including taxes, and assessments, which may in its judgment be deemed proper and advisable, hereby ratifying and

confirming all that said Bank may do or venture hereof. It being further understood and agreed that in the event of the exer-

cise of this assignment, the undersigned will pay rent for the premises occupied by them at a rate per month fixed by the

Bank, and a failure on their part 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 given effect as a covenant running with the land, and shall continue in full force and effect until all of the indebted-

ness 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 any of its rights under this Assignment until after default in

the payment of any indebtedness or liability of the undersigned to the Bank.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 1st

October

A. D. 19 86

~~RECEIVED STATE BANK - TRUST DEPARTMENT~~ day of

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to

be signed to these presents by its Vice-President - Trust Officer and attested by its Assistant Secretary, the day and year first above written

HARRIS BANK ROSELLE

Trustee as aforesaid

By

Vice-President, Trust Officer

Edward J. Roselle

Assistant Secretary

Edward J. Roselle

STATE OF ILLINOIS
COUNTY OF DU PAGE

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY, that the

above named Vice-President - Trust Officer of Harris Bank Roselle and the above named Assistant Secretary of said Association,

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President -

Trust Officer and Assistant Secretary respectively, appeared before me this day in person, and acknowledged that they signed and delivered

the said instrument as their own free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes

therein set forth, and the said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Association,

did affix the said corporate seal of said Association to said instrument as his own and voluntary act, and as the free and voluntary act

GIVEN under my hand and Notarial Seal this 1st day of

October

Notary Public

UNOFFICIAL COPY

Placed by a mail to:
Mt Prospect State Bank
111 E. Grand Ave
Mt Prospect, IL 60056
Box 15

86469302

UNOFFICIAL COPY

EXHIBIT "A"

The East 3/4 (as determined by dividing dimensions of the North and South lines into quarters) of the South 163.94 feet of the North 1/2 of the Southwest 1/4 of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois (except the West 100 feet thereof) of the West 1/4 (as determined by taking the West 1/4 of the dimensions on the North and South lines) of the South 163.94 feet of the North 1/2 of the Southwest 1/4 of Section 34 aforesaid except that part of the South 163.94 feet of the North 1/2 of the Southwest 1/4 of Section 34, Township 41 North, Range 11 East of the Third Principal Meridian lying East of the following described line to wit: Commencing at a point on the South line of the Southwest 1/4 of Section 34, said point being 1264.95 feet East of the Southwest corner of the Southwest 1/4 of said Section 34; thence North and parallel with the West line of the Southwest 1/4 of said Section 34 to the intersection of the North line of the South 163.94 feet of the North 1/2 of the Southwest 1/4 of said Section 34, in Cook County, Illinois.

86469302

PROPERTY OF COOK COUNTY CLERK'S OFFICE