

The foregoing instrument was acknowledged before me, a Notary Public, this 13 day of August, 1986.

ASS'T. Secretary [Signature]
 ATTEST: [Signature]
 BY: [Signature]
 Vice President

Harris Bank as Trustee u/c/a dtd. 4/20/84, a/k/a Trust No. 42742 and not individually

STATE OF ILLINOIS
 COUNTY OF COOK

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

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.

- Party.
- (1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said Mortgage, and (2) To the payment of the principal of the said Note or Notes and all other charges secured by or created under the said Mortgage above referred to, and (3) To the payment of the interest accrued and unpaid on the said Note or Notes;

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hereunder, the Second Party may apply any and all monies arising as aforesaid:

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 and the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party servants, and others employed by it, property engaged and employed, for services rendered in connection with the operation, management, and conduct of the business thereof, and all payments which may be made for taxes, assessments, insurance, and other 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, deducting the expenses of conducting the business thereof and of all maintenance, repairs, replacements, alterations, additions, betterments, and improvements, and 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 any part thereof, and, after any lease or sublease for any term or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party may 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 or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem fit, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such terms and on such or by its agents, and may, at the expense of the mortgaged property, from time to time, repair or construction make all necessary and proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem fit, hold, operate, manage and control the said real estate and premises heretofore described, and conduct the business thereof, either personally relating thereto, and may exclude the First Party, its agents, or servants, or tenants, or tenants thereof, together with all documents, books, records, papers, and accounts of First Party any part of said real estate and premises heretofore described, together with all documents, books, records, papers, and accounts of First Party, and out 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 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 with- Second Party shall be entitled to take actual possession of the said real estate and premises heretofore described, or of any part thereof, personally to foreclose the lien of said Mortgage, or before or after any sale thereon, forthwith, upon demand of Second Party, surrender to Second Party, and declared to be immediately due in accordance with the terms of said Mortgage, or whether before or after the institution of any legal proceedings 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 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 assignment to First Party, the 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 conditions contained in the Mortgage herein referred to and in the Note secured thereby.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or costs and charges which may have accrued or may hereafter accrue under said Mortgage, have been fully paid.

and premises heretofore described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other and filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, conveying the real estate

(\$ 55,000.00) secured by Mortgage to First National Bank of Evergreen Park as Mortgagee, dated August 25, 1986, Dollars

This instrument is given to secure payment of the principal sum and the interest of or upon a certain loan for Fifty Five

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.

relating to the real estate and premises situated in the Township of XXXXXXXXXX, County of Cook, State of Illinois, all and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all 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 premises heretofore described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may 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 from the real estate and premises heretofore described which is now due and which may hereafter become due, payable or collectible under or by 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 heretofore described, and set over unto First National Bank

KNOW ALL MEN BY THESE PRESENTS, that Harris Bank as Trustee u/c/a dtd. 4/20/84, A/k/a Trust No. 42742

ASSIGNMENT OF RENTS Evergreen Park, Illinois August 25, 1986

This instrument was prepared by [Signature] to
 Central Mortgage Processing Unit
 First National Bank of Evergreen Park
 Name
 3101 West 95th Street, Evergreen Park, Illinois 60642
 Address
 3101 West 95th Street, Evergreen Park, Illinois 60642
 (312) 422-6700 / 779-6700

70 70 943
 mail to
 802 333-1-88

Examination provision restricting any liability of Harris Trust and Savings Bank, stamped on the reverse side hereof, is hereby expressed. made a part hereof.

UNOFFICIAL COPY

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COOK COUNTY ILLINOIS
CLERK OF RECORD
1986 OCT 14 PM 12:41

...of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Property of Cook County Clerk's Office

My commission expires: _____ day of _____, 19__
Notary Public _____
GIVEN under my hand and notarial seal this _____ day of _____, 19__

Notary Public _____
Given under my hand and Notarial Seal this _____ day of _____ A.D. 19__

NOTARIAL SEAL
Patricia R. Vanderlinden
Notary Public, State of Illinois
My Commission Expires 8/11/90

1. Patricia R. Vanderlinden
a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that
JAMES J. PRINER
Vice President of the Harris Trust and Savings Bank and
KENNETH E. PIKUL
Assistant Secretary
of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

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This Rider is attached to Assignment of Rents from Harris Bank as Trustee u/t/a dtd. 4/20/84, a/k/a Trust No. 42742, dated August 25, 1986.

Property Address: 9335 South Leavitt
Chicago Illinois 60620

Exhibit "A"

Lot 34 and the South 8.33 feet of Lot 35 in Block 35 in Adolph Stein's Subdivision of Blocks 28 and 35 in Hilliard and Dobbins Subdivision of Part of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian lying West of the Pittsburg Cincinnati and St. Louis Railroad (except the West half of the North West quarter and the West half of the South West quarter of said Section) in Cook County, Illinois.

PTI # 25-06-314-014-0000

gff

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Cook County Clerk's Office

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