

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

Chicago, Illinois October 20, 1986

**Know all Men by these Presents,** that ALBANY BANK AND TRUST COMPANY N.A., an

12.00

organization organized under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed of Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 15, 1986 and known as its trust number 11-4383 (hereinafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Albany Bank and Trust Company N.A. (hereinafter called the Assignee),

all the rents, earnings, income, issue, and profits, if any, 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 oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of Cook, and described as follows, to wit:

COOK COUNTY, ILLINOIS  
RECORDER'S OFFICE

1986 OCT 30 AM 10:20

86508992

This instrument is given to secure payment of the principal sum of One Million One Hundred Fifteen Thousand and 00/100 Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to Chicago Title and Trust Company

as Trustee or Mortgagee dated October 20, 1986

and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinabove described. 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 Trust Deed or Mortgage have been fully paid.

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 conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are due, or to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and 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 Trust Deed or 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 relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as 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 may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as to the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense 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 Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee 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 Assignee 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 Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

- (1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided;
- (2) interest accrued and unpaid on the said note or notes;
- (3) the principal of said note or notes from time to time remaining outstanding and unpaid;
- (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

Prepared By: Gary A. Worcester, Vice President  
Albany Bank & Trust Co., N.A.  
3100 W. Lawrence Avenue, Chicago, ILL. 60628

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and such default continues beyond the applicable notice and cure period set forth therein.

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Box No. 35

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Assignment of Rents

ALBANY BANK AND TRUST COMPANY N.A., IN CHICAGO

as Trustee

TO

ALBANY BANK AND TRUST COMPANY N.A. 3400 WEST LAWRENCE AVENUE CHICAGO 60625 312/267-7300

MAIL TO:

day of October 19 86 A.D. 19 86 Notary Public

GIVEN under my hand and Notarial Seal this 22nd day of October 19 86 A.D. 19 86 Notary Public

I, Julie Giamparese, a Notary Public in and for said County, in the State aforesaid, Do Heroby Certify, that

STATE OF ILLINOIS COUNTY OF COOK

ALBANY BANK AND TRUST COMPANY N.A. as Trustee as aforesaid and not personally. BY: LAND TRUST OFFICER, Vice President, Trust Officer ATTEST: ASST. VICE PRESIDENT Assistant Cashier

THIS ASSIGNMENT OF RENTS, is executed by Albany Bank and Trust Company N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Albany Bank and Trust Company N.A. personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder or hereafter, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or hereafter making any claim hereunder or shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, and the enforcement of the same hereon and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, Albany Bank and Trust Company N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, at the place and on the date first above written.

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

This instrument shall be assignable by Assignee, 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 Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce 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 rights under the terms hereof but said Assignee or the agents, attorneys, successors, or assigns of the Assignee 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.

266 805 98

86 508 992

Property Clerk's Office

PARCEL #1

The North 385 feet of Lot 112 in Catalina's Commercial and Industrial Subdivision of Lots 3 and 6 in Silver Lake Gardens Unit Number 7, a Subdivision of part of the West 1/4 of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded November 2, 1973 as Document 22532993, in Cook County, Illinois.

Commonly known as - 15510-44 South 70th Court, Orland Park, Illinois  
Permanent Index Number - 28-18-309-007-0000

PARCEL #2

The South 160 feet of the North 280 feet of Lot 113 in Catalina's Commercial and Industrial Subdivision of Lots 3 and 6 in Silver Lake Gardens Unit Number 7, a Subdivision of part of the West 1/4 of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded November 2, 1973 as Document 22532993, in Cook County, Illinois.

Commonly known as - 15611-29 South 70th Court, Orland Park, Illinois  
Permanent Index Number - 28-18-310-013-0000

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Property of Cook County Clerk's Office