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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 date of recording of said Trust Deed or Mortgage, or whether before or after the date of recording of said Trust Deed or Mortgage, Assignee shall be entitled to take actual possession of the said real estate and premises heretofore described, or of any part thereof, personally or by agent or attorney, as for condition herein, 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 mortgage secured by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises heretofore 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 heretofore described, and conduct the business thereof. Assignee may, at the expense of the mortgage, make all necessary repairs, improvements or alterations or additions, and may incur and secure 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 seem 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 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 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 pursuance of the rights and powers of the 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.

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.

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 heretofore 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.

as Trustee or Mortgagee of said certain loan secured by Mortgage or Trust Deed to

October 7, 1984

The First Commercial Bank

Dollars, and interest upon a (\$670,000.00)

Six hundred Seventy Thousand and no/100ths

This instrument is given to secure payment of the principal sum of

See attached legal description

2096523602

and State of Illinois, and described as follows, to wit:

BOOK

all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises heretofore 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, portion of, or any agreement for the use or occupancy of any part of the real estate and premises heretofore described, which said Assignor may have heretofore made or agreed to, or which may be made or agreed to by the Assignee under the power heretofore 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

and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

The First Commercial Bank

and known as its trust number 25-6767

(hereafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid, of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated

November 7, 1984

Know all Men by these Presents, that Bank of Ravenswood, an Illinois Banking Corporation, not personally but as Trustee under the provisions

ASSIGNMENT OF RENTS

Chicago, Illinois

October 7, 1984

86

86523602

RETURN TO: Box 77

ST1 86 50872

2096

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This instrument shall be deemed to have been made by the Assignor and Assignee for the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Assignor, or any of the agents, attorneys, successors or assigns of the Assignor 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 right under the terms hereof but said Assignor or the agents, attorneys, successors or assigns of the Assignor 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 release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

THIS ASSIGNMENT OF RENTS, is executed by Bank of Ravenswood, 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 Bank of Ravenswood personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, 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 or hereafter claiming any right or security hereunder. So far as Bank of Ravenswood personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owners or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby 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, 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 Cashier—Trust Officer, the day and year first above written.

BANK OF RAVENSWOOD, As Trustee as aforesaid,

By _____ Vice President—Trust Officer

Attest _____ Assistant Cashier—Trust Officer

STATE OF ILLINOIS }
 } SS.
COUNTY OF COOK }

I, _____ a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY, THAT

_____ Vice President—Trust Officer of Bank of Ravenswood,


and _____ Assistant Cashier—Trust Officer of said Bank, 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 Cashier—Trust Officer, 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, for the uses and purposes therein set forth; and the said Assistant Cashier—Trust Officer did also then and there certify that he, as custodian of the corporate seal of said Bank, did affix the said 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.

Given under my hand and Notarial Seal this _____ day of _____ 19__

Notary Public

Box No. _____
Assignment of Rents
BANK OF RAVENSWOOD
as Trustee
TO

 **bank of ravenswood**
1825 West Lawrence Avenue
Chicago, Illinois 60610

UNOFFICIAL COPY

86-523602

1200

86523602

Property of Cook County

7/2

Permanent Index Number: 05-33-33-301-038-000

Property Address: 333-37 Ridge Road, Wilmette, Illinois 60091

PARCEL 1:
 Lot 1 in Hyland's Subdivision being a Subdivision in the South West Quarter of Section 33, Township 42 North, Range 13, East of the Third Principal Meridian;

PARCEL 2:
 Easement for the benefit of Parcel 1 created by agreement between Peter J. Hueter Post No. 669 of the American Legion and Chicago National Bank as Trustee under Trust No. 156954 dated October 29, 1959 and recorded October 29, 1959 as Document 17699113 and recorded December 11, 1959 as Document 17733217 for ingress and egress by vehicle or by foot for a period of 49 years over the following real estate: That part of lot 16 in County Clerks Division of the West half of Section 33, Township 42 North, Range 13, East of the Third Principal Meridian described as follows:
 Beginning at a point on the intersection of South line of the North 212 feet (as measured along the East line) of lot 16 and the West line of the East 286.68 feet of said lot 16; thence North 212 feet along the West line of the East 286.68 feet to the North line of said lot 16; thence West along said North line to the South-Easterly line of Wilmette Avenue said South-Easterly line being a line 53 feet South-Easterly of (as measured at right angle) and parallel to the center line of Wilmette Avenue; thence Southwesterly along said Southeastery line 12 feet, thence Southeastery at right angle to said Southeastery line of Wilmette Avenue to a point of intersection with the West line of the East 295.91 feet of said lot 16; thence South along said West line to the South line of the North 212 feet (as measured along the East line) of lot 16; then East along said South line to the point of beginning; all in Cook County, Illinois.

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85523812

Property of Cook County Clerk's Office

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PARCEL 1:

Lot 1 in Hyland's Subdivision being a Subdivision in the South West Quarter of Section 33, Township 42 North, Range 13, East of the Third Principal Meridian;

PARCEL 2:

Easement for the benefit of Parcel 1 created by agreement between Peter J. Huenter Post No. 669 of the American Legion and Chicago National Bank as Trustee under Trust No. 156964 dated October 29, 1959 and recorded October 29, 1959 as Document 17699113 and recorded December 11, 1959 as Document 17733217 for ingress and egress by vehicle or by foot for a period of 49 years over the following real estate: That part of Lot 16 in County Clerks Division of the West half of Section 33, Township 42 North, Range 13, East of the Third Principal Meridian described as follows:

Beginning at a point on the intersection of South Line of the North 212 Feet (as measured along the East Line) of Lot 16 and the West Line of the East 286.68 Feet of said Lot 16; thence North 212 Feet along the West Line of the East 286.68 Feet to the North Line of said Lot 16; thence West along said North Line to the South-Easterly Line of Wilmette Avenue said Southeasterly Line being a line 33 Feet Southeasterly of (as measured at right angle) and parallel to the center line of Wilmette Avenue; thence Southwesterly along said Southeasterly Line 12 Feet; thence Southeasterly at right angle to said Southeasterly Line of Wilmette Avenue to a point of intersection with the West Line of the East 295.91 Feet of said Lot 16; thence South along said West Line to the South Line of the North 212 Feet (as measured along the East Line) of Lot 16; then East along said South Line to the point of beginning, all in Cook County, Illinois.

Property Address: 333-37 Ridge Road, Wilmette, Illinois 60091

Permanent Index Number: 05-33-301-038-0000

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

11/06/84 16:30:00
84-523602
COOK COUNTY RECORDER

44523602