

# UNOFFICIAL COPY

ASSIGNMENT OF RENTS 4 1

86529410

Morton Grove, Illinois October 24, 19 86

Know all Men by these Presents, that

Morris Aron and Susan Aron

(hereafter 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 FIRST NATIONAL BANK OF MORTON GROVE, a national banking association, located at 6201 W. Dempster Street, Morton Grove, Illinois 60053 (hereinafter called the Assignee), all the rents, earnings, income, issues 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 herein-after 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 Assignor 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, income, issues, income, and profits thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of COOK and State of Illinois, and described as follows, to wit:

Lots 7, 8, 9, and 10 (except that part taken for street) in Krenn and Dato's Crawford Avenue and Oakton Street "L", a subdivision of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 27, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

commonly known as - 4025-4027 Oakton Street, Skokie, Il.

Permanent Tax No. 10-27-207-060

DEPT-01 RECORDING \$11.00  
T#4444 TRAN 0119 11/10/86 11:48:00  
#3119 # D \*--84-529410  
COOK COUNTY RECORDER

56495

S.B. p.c.

This instrument is given to secure payment of the principal sum of One Hundred Twenty Seven Thousand Seven

Hundred Fifty Dollars and no/100's

Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to FIRST NATIONAL BANK OF MORTON GROVE, Morton Grove, Illinois as Trustee or

Mortgagee dated October 24, 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 declared 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 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.

11.00

86529410

-86-529410

# UNOFFICIAL COPY

## Assignment of Rents

Box No. \_\_\_\_\_

TO

FIRST NATIONAL BANK OF  
MORTON GROVE



FIRST NATIONAL BANK OF  
MORTON GROVE  
5201 W. Dempster Street  
Morton Grove, Illinois 60053

RECEIVED

INSTRUCTIONS

OR

NAME FIRST NATIONAL BANK OF MORTON GROVE

STREET 6201 W. Dempster Street

CITY Morton Grove, Illinois 60053

RECORDER'S OFFICE BOX NUMBER

THIS INSTRUMENT WAS PREPARED BY:

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

6201 W. Dempster Street  
Morton Grove, Illinois 60053

Notary Public

86529410

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
for the uses and purposes therein set forth.  
to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation,  
acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal  
act of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and there  
signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary  
and \_\_\_\_\_ respectively, appeared before me this day in person and acknowledged that they  
personally known to me to be the persons whose names are subscribed to the foregoing instrument as such  
and \_\_\_\_\_ Secretary of said Corporation, who are per-

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
ss. \_\_\_\_\_

Notary Public

GIVEN under my hand and notarial seal this 25th day of October 1986  
Susan Aron  
personally known to me to be the same person as \_\_\_\_\_ whose names are subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that they signed, sealed and  
delivered the said instrument as their free and voluntary act, for the uses and purposes therein  
set forth, including the release and waiver of right of homestead.

\_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Morris Aron and

STATE OF Illinois  
COUNTY OF Cook  
ss. \_\_\_\_\_  
Susan Aron

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 and powers hereunder, at any time or times that  
shall be deemed fit.

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