FFIGIAL COPY 3 This Instrument was prepared Central Mortgage Proces

Name 3101 West 95th Street

First National Bank of Evergreen Park
Name 3101 West 95th Street FIRST NATIONAL BANK OF

Evergreen Park, Illinois 60642 Address |

EVERGREEN PARK

3101 West 95th Street, Evergreen Park, Illinois 60642 (312) 422 6700 / 779 6700

BOX 333 - TH

Evergreen Pk Illinois November 1, 1986

100

ASSIGNMENT OF RENTS

First National Bank of Evergreen Park as Trustee U/T/A

KNOW ALL MEN BY THESE PRESENTS, that dated 7/2/83, A/K/A Trust #7360

thereinafter called "First Party", in consideration of One and 00-100 Della: (\$1,00), to it in hand paid, and of other good and valuable considera tions, the receipt and sufficiency whereof are hereby acknowledged and confessed, does hereby assign, transfer and set over unto FIRST National Bl

its successors and assigns, therematter called the "Second Party"), all the rents, earnings, income, issues, and profits of and of Evergreen Park from the real estate and premises heremafter described which are now due and which may hereafter become due, payable or collectible under or by 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 and premises hereinafter described, which said First Party may have heretofole made or agreed to or may hereafter make or agree to, or which may 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 assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real istate and premises situated in the \$00000000000 NXXXXXXXXXXXXXXXXX County of _ Cook _. State of Ulinois. and described as vollours, to wet

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

hereby releasing and warry and rights, if any, of First Party under and by virtue of the Homestead Exemption Laws of the State of Illinois

This instrument is given to be one payment of the principal sum and the interest of or upon a certain loan for FIfteen Thousand (\$ 15,000.00) secured by Martgage to Every reen Park and filed for record in the Office of the Recorder of Deeds of Cool _____ as Mortgagee, dated November 1, _ , 19<u>86</u> , Cook County, Illinois, conveying the real estate and premises hereinabove described, and this his ument shall remain in full force and effect until said toan and the interest thereon, and all other costs and charges which may have accrued or in y hereafter accrue under said 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 Mortgage herein referre Lto and in the Note secured thereby.

Without limitation of any of the legal rights of Se and Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration oilly, 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 Carlo will, whether before or after the Note or Notes secured by said Mortgage is or are declared to be immediately due in accomance with the terms of said Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage, or before or after any sale turies, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the sail treal estate and premises hereinabove described, or of any part thereof, personally 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 without out any action on the part of the holder or holders or the indebtedness of cited by said Mortgage, enter upon, take and maintain possession of all of any part of said real estate and premises hereinabove described, together swin all documents, books, records, papers, and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly cherefrom, and may, in its own name, as assignee under this assign relating thereto, and may exclude the First Marty, its agents, or servants, wholly Therefrom, and may, in its own name, as assigned under this assigned ment, hold, operate, manage and control the said real estate and premises hereinably electrical, and conduct the business thereof, either personally electrical. or by its agents, and may, at the expense of the mortgaged property, from time to time, either by purchase, repair or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterment, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortgage / property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indibitedness secured by said Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to critical the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the bis ness thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and microne of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, reflecements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prio or proper charges on the said real estate and stremises, or any part thereof, including the just and reasonable compensation for the services of the Secrif Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with 📜 operation, management, and control of the mortgaged property and the conduct of the bisiness thereof, and such further sums as may be su ficient to indempity the Second Party against any hability, loss, or damage on account of any matter or thing done in good faith in pursuance of the right and powers of Second Party bereunder, the Second Party may apply any and all momes arising as aforesaid

- (1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said of stage, at the rate therein provided,
 - (2) To the payment of the interest accrued and unpaid on the said Note or Notes;
 - To the payment of the principal of the said Note or Notes from time to time remaining outstanding and unpaid;
 - To the payment of any and all other charges secured by or created under the said Mortgage above referred to; and
- (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3) and (4) to the First Party.

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 representations, successors and assigns of each of the parties hereto

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avoid 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 Parts, 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 by

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

STATE OF ILLINOIS ss. SLD ATTACK a siona ros COUNTY OF LOOK 131122 100

First National Bank of Evergreen Park as Trustee as aforesaid and not personally

By: Sign Number 7360 Dated 7/2/83

Officer Trust Officer Asst. 5 ER day of rsident November The foregoing instrument was acknowledged before me, a Notary Public, this.

OFFICE CLASS SOBAN SET DAY

Swan M. Fins

My Commission Expired

Secretary	
STATE OF ILLINOIS	
COUNTY OF COOK	
l	a Notary Public in and for said County
the State aforesaid, DO HEREBY CERTIFY THAT	
and	Party respectively of
	ed before the this day in person and acknowledged that they signed and deli-
gred the said instrument as their free and voluntary act and as the free and actorswild, for the uses and oursess therein set forth, and the said S	d voluntary sot of seid
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seal to said instrument at his free and voluntary act and as the free and voluntary act and as the free and voluntary act and as the free and voluntary act and purposes therein set forth.	Diuntary act of said
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70 -	Notary Public
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COOK COUNTY, ILLINOIS FILED FOR RECORD

1986 NOV 12 AM 11: 25

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This Rider is attached assument of Rents from First National Bank of Evergreen Parks as Trustee U/T/A Dated 7/2/83, A/K/A Trust Number 7360 to First National Bank of Evergreen Park Dated November 1, 1986

EXHIBIT "A"

UNIT 3 IN CATALINA VILLAS CONDOMINIUM 111 AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOT 6 (EXCEPT THE SOUTH 242.00 FEET OF THE EAST 185.00 FEET) IN SILVER LAKE GARDENS UNIT 8, A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY CATALINA CONSTRUCTION CORPORATION, AN ILLINOIS CORPORATION, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 86296707 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

MORTGAGOR ALSO GRANTS TO THE MORTGAGEE, (HIS HEIRS, LEGAL REPRESENTATIVES) (ITS SUCCESSORS) AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTUANT TO THE ABOVE DESCRIMED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROFERTY SET FORTH IN THE DECLARATION AND MORTGAGOR RESERVES TO (HIMSELF, HIS HEIRS, LEGAL REPRESENTATIVES) (ITSELF, ITS SUCCESSORS) AND ASSIGNS THE RIGHTS AND EASEMENTS SET FORTH IN SAID DECLARATION FOR THE BENEFIT OF THE REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING PROPERTY DESCRIBED THEREIN AND THE RIGHT TO GRANT SAID RIGHTS AND EASEMENTS IN CONVEYANCES AND MORTGAGES OF SAID REMAINING PARCEL OR ANY OF THEM.

THIS MORTGAGE IS SUBJECT TO ALL RICHTS, EASEMENTS, RESTRICTIONS, CONDITIONS COVENANTS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THOUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PTI# 27-13-206-001

PROPERTY ADDRESS: Unit 3, 7213 West 152nd Street, Orland Park, Illinois

60462

86531693

Property of Cook County Clark's Office

RIDER ATCACHED TO ASSICEMENT OF RENTS TO First National Bank Of Evergreen Park

DATED November 1, 1986 UNDER TRUST NO. 7360

THIS ASSIGNMENT OF RENTS, is executed by FIRST NATIONAL BANK OF EVERGREEN PAFK, not personally but as Trustee as aforesaid, in the exercise of the powers and authority conterred 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 FIRST NATIONAL BANK OF EVERGREEN PARK 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 expressed or implied herein or therein contained, all such liability, if any being expressly waived by Assignee and by anyone now or hereafter claiming Fry right or security hereunder. So far as First National Bank of Evergreen Park, personally, is concerned, the Assignee hereunder or the legal holder or holders of sold Note or Notes and the owner or owners of any indebtedness accruing hereund, or anyone making any claim hereunder shall look solely to the trust property berein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Doed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

> PIRST NATIONAL BANK OF EVERGREEN PARK Not Individually, but as Trustee Under Trust No. 7360

Sr. Vic. Plesident & Tryst Officer

ATTEST:

Assistant Trust Officer

86531693

Property of Coot County Clert's Office