

UNOFFICIAL COPY

Chicago, Illinois, October 24, 1986

Know all Men by these Presents, that LaSALLE NATIONAL BANK, a National Banking Association, of Chicago, Illinois, not personally Successor but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 19, 1976 and known as its trust number 10-31766-09 (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

DES PLAINES NATIONAL BANK, a national banking association,

(hereinafter called the Assignee).

all the rents, earnings, 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 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 State of Illinois and described as follows, to-wit:

(See Rider attached hereto and made a part hereof.)

This instrument is given to secure payment of the principal sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00)

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 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 its 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 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 enforce 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 with or 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 divide and redivide 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.

This document prepared by: BARBARA SAMUELS, DES PLAINES NATIONAL BANK
678 LEE STREET, DES PLAINES, ILLINOIS 60016

86550333

UNOFFICIAL COPY

This instrument shall be a contract 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.

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 LaSalle National Bank, 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 LaSalle National Bank 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 LaSalle National Bank, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner 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 as Trustee as aforesaid and not personally has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary the day and year first above written.

8550333

LaSALLE NATIONAL BANK, As Trustee as aforesaid, and not personally

By [Signature] Assistant Vice President

Attest: [Signature] Assistant Secretary \$12.25
T#3333 TRAN 3657 11/19/86 12 20:00
#6907 # * -86-550333
COOK COUNTY RECORDER

I, Evelyn F. Moore

STATE OF ILLINOIS }
COUNTY OF COOK }

SS.

a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, JAMES A. CLARK Assistant Vice President

THAT Rita Slimm Welter Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

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, for the uses and purposes therein set forth; and the Said Assistant Secretary did also then and there acknowledge 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 19th day of November 1986

day of November 1986

[Signature]
Notary Public
Commission Expires August 9, 1987

My commission expires: _____

Box No. _____

Assignment of Rents

LaSALLE NATIONAL BANK

as Trustee

TO

DES PLAINES NATIONAL BANK

MAILING INSTRUCTIONS:

DES PLAINES NATIONAL BANK
678 LEE STREET
DES PLAINES, ILLINOIS 60016

ATTN: BARB SAMUELS

2.00

LaSALLE NATIONAL BANK
185 SOUTH LaSALLE STREET
CHICAGO, ILLINOIS 60690

Form 8046 AP

86 550333

Parcel 1: That part of Lot 172 lying South of Miner Street and Northeasterly of the right of way of Chicago and Northwestern Railway (except Miner Street and Busse Highway) Town of Rand (now Des Plaines) being a Subdivision of Section 16, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois and also Sections 17, 20 and 21, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Southeasterly corner of Lot 172, being the intersection of the East line of said Lot with the Northeasterly line of the right of way of Chicago and Northwestern Railway; thence Northeasterly along the Southwesterly line of Lot 172 a distance of 172.56 feet to the point of beginning; thence Northerly on a line drawn at right angles to the Southwesterly line of Lot 172, a distance of 150 feet to the Southwesterly line of Busse Highway; thence Southeasterly along the Southwesterly line of Busse Highway a distance of 58.83 feet more or less to the most Easterly line of Lot 172; thence South along the most Easterly line of Lot 172, a distance of 76.42 feet to an intersection with a line drawn at right angles to said Southwesterly line of Lot 172 from a point on said Southwesterly line, 67.56 feet Northwesterly of the Southeasterly corner of said Lot 172; thence Southwesterly along said line drawn at right angles to the Southwesterly line of Lot 172; thence Southwesterly along said line drawn at right angles to the Southeasterly line of Lot 172, a distance of 89.11 feet to said Southwesterly line of Lot 172; thence Northwesterly along said Southwesterly line of 172, a distance of 105.0 feet to the point of beginning, all in Cook County, Illinois.

Parcel 2:

That part of Lot 167 in Town of Rand in Section 21, Township 41 North, Range 12, East of the Third Principal Meridian bounded and described as follows: Commencing at the intersection of the West line of said Lot with the Southerly line of Busse Highway; thence Southeasterly along the Southerly line of said Highway a distance of 46.17 feet; thence Southwesterly at right angles to the last described line, a distance of 60.89 feet to said West line of Lot 167 thence North along the West line of said Lot 167 to the point of beginning, all in Cook County, Illinois.

Permanent index numbers: 09-21-107-040-0000 (Parcel 1), 09-21-107-042-000 (Parcel 2)

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