



TRUST DEED

86566534

FORM NO. 9.

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made October 31, 1986, between Morris Aron and Susan Aron, his wife

herein referred to as "Mortgagors", and First National Bank of Morton Grove, a national banking association of Illinois, herein referred to as TRUSTEE, witnesseth:

THAT, WHEREAS the Mortgagors are justly indebted to the legal holder or holders of the Instalment Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of ONE HUNDRED SIXTY TWO THOUSAND DOLLARS AND NO/100

evidenced by one certain Instalment Note of the Mortgagors of even date herewith, made payable to THE ORDER OF BEARER

and delivered, in and by which said Note the Mortgagors promise to pay the said principal sum in instalments as follows:

SIX HUNDRED SEVENTY FIVE DOLLARS AND NO/100 Dollars or more on the 1st day of January 1987 and SIX HUNDRED SEVENTY FIVE AND NO/100 Dollars or more on the 1st day of each month thereafter, to and including the 1st day of November 1992

with a final payment of the balance due on the 1st day of December 1992, with interest from January 1, 1987 on the principal balance from time to time unpaid at the rate of P\*+1 per cent per annum; each of said instalments of principal bearing interest after maturity at the rate of P\*+2 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Morton Grove Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of

NOW, THEREFORE, the Mortgagors to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago COUNTY OF Cook AND STATE OF ILLINOIS

to wit: See attached:

The annual percentage rate on this loan will

PARCEL 1:

THE SOUTH WEST 89.91 FEET OF THE NORTH WEST 0.83 FEET OF LOT 13 (EXCEPT THAT PART LYING BETWEEN THE NORTHEASTERLY LINE OF LINCOLN AVENUE AND A LINE 17 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE NORTHEASTERLY LINE OF LINCOLN AVENUE AS CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT NUMBER 10667419) IN BLOCK 32 IN W.F. KAISER AND COMPANY'S SECOND ADDITION TO ARCADIA TERRACE, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 14 IN BLOCK 32 IN W.F. KAISER AND COMPANY'S SECOND ADDITION TO ARCADIA TERRACE, BEING A SUBDIVISION IN SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, REFERENCE BEING HAD TO PLAT THEREOF RECORDED OCTOBER 28, 1914 AS DOCUMENT NUMBER 5521267 (EXCEPT THAT PART OF LOT 14 AFORESAID LYING BETWEEN THE NORTHEASTERLY LINE OF LINCOLN AVENUE AND A LINE 17 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE NORTHEASTERLY LINE OF LINCOLN AVENUE AS CONVEYED TO THE CITY OF CHICAGO, BY DEED DATED AUGUST 2, 1935 AND RECORDED ON OCTOBER 2, 1935 AS DOCUMENT NUMBER 11687319), IN COOK COUNTY ILLINOIS.

assigns.

WITNESS the hand S and seal S of Mortgagors the day and year first above written.

Morris Aron [SEAL]

Susan Aron [SEAL]

STATE OF ILLINOIS,

County of Cook

I, ANNAMARIE CASPERINI, A Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Morris Aron and Susan Aron, his wife,

who are personally known to me to be the same persons, 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.

Given under my hand and Notarial Seal this 4th day of November 1986.

Annamarie Casperini Notary Public.

Notarial Seal

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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

1. Mortgagors shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning or windstorm (and flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act hereinbefore required to Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagors.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of the holders of the note, and without notice to Mortgagors all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the note or in this Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to the premises, and holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this trust deed, if any, otherwise the prematurity rate set forth therein, when paid or incurred by Trustee or holders of the note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this trust deed or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any amounts to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this trust deed, the court in which such bill is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) The indebtedness secured hereby, or by any decree foreclosing this trust deed, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.

10. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the note hereby secured.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence or condition of the premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the note or trust deed, nor shall Trustee be obligated to record this trust deed or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require indemnities satisfactory to it before exercising any power herein given.

13. Trustee shall release this trust deed and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this trust deed has been fully paid; and Trustee may execute and deliver a release hereof to and at the request of any person who shall, either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears an identification number purporting to be placed thereon by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof; and where the release is requested of the original trustee and it has never placed its identification number on the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the resignation, inability or refusal to act of Trustee, the then Recorder of Deeds of the county in which the premises are situated shall be Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee.

15. This Trust Deed and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this Trust Deed. The word "note" when used in this instrument shall be construed to mean "notes" when more than one note is used.

16. Before releasing this trust deed, Trustee or successor shall receive for its services a fee as determined by its rate schedule in effect when the release deed is issued. Trustee or successor shall be entitled to reasonable compensation for any other act or service performed under any provisions of this trust deed. The provisions of the "Trust and Trustees Act" of the State of Illinois shall be applicable to this trust deed.

**IMPORTANT!**  
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER THE INSTALMENT NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED BY FIRST NATIONAL BANK OF MORTON GROVE TRUSTEE, BEFORE THE TRUST DEED IS FILED FOR RECORD.

Identification No. 1049  
FIRST NATIONAL BANK OF MORTON GROVE  
By Karen Bergmann, ANP Trustee.  
Karen Bergmann Assistant Vice President

MAIL TO: Prepared by  
First National Bank of Morton Grove  
6201 Dempster  
Morton Grove, Ill. 60053  
 PLACE IN RECORDER'S OFFICE BOX NUMBER \_\_\_\_\_

FOR RECORDERS'S INDEX PURPOSES  
INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE  
5695 N. Lincoln Ave.  
Chicago, Illinois 60659

86566535

Morton Grove, Illinois October 31, 19 86

Know all Men by these Presents, that Morris Aron and Susan Aron, his wife.

(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 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 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, 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 attached

PARCEL 1: THE SOUTH WEST 89.91 FEET OF THE NORTH WEST 0.83 FEET OF LOT 13 (EXCEPT THAT PART LYING BETWEEN THE NORTHEASTERLY LINE OF LINCOLN AVENUE AND A LINE 17 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES THERETO AND PARALLEL WITH THE NORTHEASTERLY LINE OF LINCOLN AVENUE AS CONVEYED TO THE CITY OF CHICAGO BY DOCUMENT NUMBER 10667419) IN BLOCK 32 IN W.F. KAISER AND COMPANY'S SECOND ADDITION TO ARCADIA TERRACE, A SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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and recorded in the Recorder's Office or registered in the Office of the Registrar of Titles of the State of Illinois, 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 lease and re-lease 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.

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Assignment of Rents

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

TO

FIRST NATIONAL BANK OF  
MORTON GROVE

12 00 MAIL



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

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NAME FIRST NATIONAL BANK OF MORTON GROVE  
STREET 6201 W. Dempster Street  
CITY Morton Grove, Illinois 60053  
INSTRUCTIONS OR  
RECORDER'S OFFICE BOX NUMBER

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
5695 N. Lincoln Avenue, Chicago, IL.  
THIS INSTRUMENT WAS PREPARED BY:  
Walter W. DeHaven, Esq.  
Morton Grove, Illinois 60053

Notary Public

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, Secretary of said Corporation, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such and \_\_\_\_\_ and \_\_\_\_\_ signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

DEPT-01 RECORDING  
140955 #1100 9948  
\$12.25  
CODK COUNTY RECORDER

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
SS. \_\_\_\_\_

Notary Public  
\_\_\_\_\_ day of November 1986

56599598

I, Ann Marie Gasteau, his wife and Susan Aron, his wife, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ 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.  
GIVEN under my hand and notarial seal this \_\_\_\_\_ day of November 1986

STATE OF Illinois  
COUNTY OF Cook  
SS. Morris Aron  
Susan Aron

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

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(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.

(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.

Without limitation of any of the legal rights of Assignor as the absolute assignee of the rents, issues and profits of said real estate and premises 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 enforce the lien of said Trust Deed or Mortgage, or before or after any sale hereunder, Assignor shall be entitled to take actual possession of the said real estate and premises hereinafter 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 hereinafter described, and conduct the business thereof. Assignor may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, metal alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may have and renew 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 Assignor shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as the Assignor shall deem best. Assignor 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 Assignor and of the Assignor's attorney, agents, clerks, servants, and others employed by Assignor 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 Assignor hereunder, the Assignor shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as Assignor deems fit:

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This assignment shall not become operative until a default 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 hereby.

Without limitation of any of the legal rights of Assignor as the absolute assignee of the rents, issues and profits of said real estate and premises 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 enforce the lien of said Trust Deed or Mortgage, or before or after any sale hereunder, Assignor shall be entitled to take actual possession of the said real estate and premises hereinafter 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 hereinafter described, and conduct the business thereof. Assignor may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, metal alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may have and renew 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 Assignor shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as the Assignor shall deem best. Assignor 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 Assignor and of the Assignor's attorney, agents, clerks, servants, and others employed by Assignor 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 Assignor hereunder, the Assignor shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as Assignor deems fit:

AND NO/100-----  
 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 of  
 Mortgage dated October 31, 1986  
 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 hereinafter 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 instrument is given to secure payment of the principal sum of ONE HUNDRED SIXTY TWO THOUSAND DOLLARS

PTN: 13-01-417-038-0000 - 10/14  
 13-01-417-056-0000 - 10/14  
 5695 N. Duane  
 GDO  
 Clys

Cook County Clerk's Office

# UNOFFICIAL COPY

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.

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

STATE OF Illinois

COUNTY OF Cook

ss. Morris Aron  
Susan Aron  
Susan Aron

I, ANNAMARIE GASPERINI  
a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Morris Aron  
and Susan Aron, his wife,  
personally known to me to be the same person s whose names are \_\_\_\_\_ subscribed to the foregoing  
instrument, appeared before me this day in person and acknowledged that t he y 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.

GIVEN under my hand and notarial seal this 4th day of November 1985

Annamarie Gasperini  
Notary Public

86566535

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

DEPT-01 RECORDING  
NOV 22 1985 11 25 AM '85 \$12.25  
COOK COUNTY RECORDER

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

and \_\_\_\_\_ Secretary of said Corporation, who are per-  
sonally known to me to be the persons whose names are subscribed to the foregoing instrument as such  
\_\_\_\_\_ and \_\_\_\_\_, 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 Corporation, for the uses and purposes therein set forth; and the said Secretary then and there  
acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal  
to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation,  
for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

Notary Public

DELIVERY

NAME FIRST NATIONAL BANK OF MORTON GROVE  
STREET 6201 W. Dempster Street  
CITY Morton Grove, Illinois 60053

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE  
5695 N. Lincoln Avenue, Chicago, Ill.

THIS INSTRUMENT WAS PREPARED BY:

Maureen Wagner-Patzke  
6201 W. Dempster Street  
Morton Grove, Illinois 60053

INSTRUCTIONS OR  
RECORDER'S OFFICE BOX NUMBER

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

Assignment of Rents

TO

FIRST NATIONAL BANK OF  
MORTON GROVE

12<sup>00</sup> MAIL

86566535

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

