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UNOFFICIAL COPY ASSIGNMENT OF INTERESTS

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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 lotting 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 89.92 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.

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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 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:

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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.

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UNOFFICIAL COPY

Assignment of Rents

Box No. _____

TO

FIRST NATIONAL BANK OF
MORTON GROVE

MAIL

12.00



FIRST NATIONAL BANK OF
MORTON GROVE
3201 W. Dempster Street
Morton Grove, Illinois 60053

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Y

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:
Mortgage Department
Mortgage Department
Morton Grove, Illinois 60053

Notary Public

and 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 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 herein 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 the 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____

I, _____ a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____ Secretary of said Corporation, who are per-
and _____ President of _____

STATE OF _____
COUNTY OF _____
SS. _____

Notary Public
[Signature]

and Susan Aron, his wife, 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, 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. *[Signature]* Morris Aron
Susan Aron

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

DEPT-81 RECORDING
110959 #1109 9908 270300
COOK COUNTY RECORDER
\$12.25

53599598

UNOFFICIAL COPY

1 2 3 4 5 6 7 8 9 10

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 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 real estate and premises hereinafter described, together with all documents, books, records, papers, and maintain possession of all or any part of said real estate and premises hereinafter described. Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinafter described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, his 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. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, alterations, additions, improvements, and may insure and reinsure the same, and may lease said mortgaged property in such parcels 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 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 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 here by.

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 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 real estate and premises hereinafter described, together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, his 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. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, alterations, additions, improvements, and may insure and reinsure the same, and may lease said mortgaged property in such parcels 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 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:

AND NO. 100-
 This instrument is given to secure payment of the principal sum of
 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 or

and recorded in the Recorder's Office of Registered in the Office of the Registrar of Titles, 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.

Mortgages dated
 October 31, 1986

PTN: 13-01-417-038-0000 - Lot 14
 13-01-417-056-0000 - Lot 97
 5695 N. Franklin
 Chicago
 GDO

86566535

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
Susah 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 1986

Annamarie Gasperini
Notary Public

86566535

STATE OF _____

COUNTY OF _____

ss.

DEPT-01 RECORDING \$12.25
78982 #15 58AR 07 06 86
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, Il.

INSTRUCTIONS OR
RECORDER'S OFFICE BOX NUMBER

THIS INSTRUMENT WAS PREPARED BY:
Margaret Wagner Petzke
6201 W. Dempster Street
Morton Grove, Illinois 60053

Box No. _____

Assignment of Rents

TO

FIRST NATIONAL BANK OF

MORTON GROVE

12 00 MAIL

86566535

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

