

ASSIGNMENT OF RENTS

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KNOW ALL MEN BY THESE PRESENTS, that FLORALIFE, INC. (hereinafter called "First Party"), in consideration of ten and no/100 dollars (\$10.00), to it in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged and confessed, does hereby assign, transfer and set over unto the MT. PROSPECT STATE BANK, an Illinois corporation of Mt. Prospect, Illinois, its successors and assigns, (hereinafter called the "Second Party"), all the rents, earnings, income, issues and profits 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 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 heretofore made or agreed to or may hereafter make or agree to, or which may be made to by the Second Party under the powers hereinafter granted to it; 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 estate and premises situated in the County of Cook, State of Illinois, and described as follows, to wit:

For Legal Description See Attached Addendum "A".

13.00

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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Commonly known as 4420 S. Tripp, Chicago, Illinois hereby releasing and waiving all 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 secure payment of the principal sum and the interest of or upon a certain loan for Two Hundred Fifty Thousand dollars (\$250,000.00) secured by Mortgage to the MT. PROSPECT STATE BANK as Mortgagee, dated November 13, 1986, and filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, conveying the real estate and premises hereinabove described, and 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 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 referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, 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 Party will, whether before or after the Note or Notes secured by said Mortgage is or are declared to be immediately due in accordance 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 therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of the said real 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

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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 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 of First Party relating thereto, and may exclude the First Party, its agents or servants, wholly therefrom, and may in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally 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, betterments and improvements to the said real estate and premises as it may deem 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 it may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel 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 business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same and any part thereof, and after deducting the expenses 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 Second Party and of its attorneys, agents, clerks, servants and others employed by it, properly engaged and employed, for services rendered 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 Second Party 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 Second Party hereunder, the Second Party may apply any and all monies arising as aforesaid.

(1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said Mortgage, at the rate therein provided;

(2) To the payment of the interest accrued and unpaid on the said Note or Notes;

(3) To the payment of the principal of the said Note or Notes from time to time remaining outstanding and unpaid;

(4) 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 representatives, successors and assigns of each of the parties hereto.

The failure of the Second Party, or any of its agents or attorneys, successors or assigns, to avail 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, said Second Party, 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 fit.

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

Dated at Mount Prospect, Illinois this 13th day of November, 1986

FLORALIFE, INC.

By: James Sykora  
Its President

Attest: Marvin S. Fenchel  
Its Secretary

State of Illinois, County of Cook SS

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT James Sykora, President and Marvin S. Fenchel, Secretary of Floralife, Inc.

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, and as the free and voluntary act of the Corporation pursuant to authority granted by its Board of Directors for the uses and purposes therein set forth.

Given under my hand and official seal, this 13<sup>th</sup> day of NOVEMBER, 1986.

Malcolm J. [Signature]  
Notary Public

My Commission Expires: JUNE 29, 1986

This instrument prepared by:

Mt. Prospect St. D.K.  
Randall Fisher

+ mail  
to

111 E. Busse Ave.  
Mt. Prospect, Ill. 60056

3 BOX 333 - HV

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THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SOUTH TRIPP AVENUE (A PRIVATE STREET) WITH A LINE PARALLEL TO AND 676 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3, THENCE SOUTH ALONG SAID WEST LINE OF SOUTH TRIPP AVENUE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 944.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3, THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A STRAIGHT LINE EXTENDING FROM A POINT WHICH IS 1084.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3 AND 836.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 TO A POINT WHICH IS 894.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE AND 817.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE NORTHERLY ALONG THE ABOVE DESCRIBED STRAIGHT LINE TO SAID POINT WHICH IS 894.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE AND 817.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE NORTHERLY ALONG THE ABOVE DESCRIBED STRAIGHT LINE TO SAID POINT WHICH IS 894.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE AND 817.93 FEET EAST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THENCE NORTH ALONG A LINE 817.93 FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, TO ITS INTERSECTION WITH SAID LINE THAT IS PARALLEL TO AND 676 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3, AND THENCE EAST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE TO THE POINT OF BEGINNING. THE ABOVE DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS: SOUTH TRIPP AVENUE IS DEFINED AS A STRIP OF LAND LYING IN LOT 'B' OF THE SUBDIVISION RECORDED IN BOOK 67 OF PLATS, PAGE 44 ON APRIL 29, 1897 AS DOCUMENT 2530529, WHICH IS 66 FEET IN WIDTH EXTENDING SOUTHERLY FROM A STRAIGHT LINE PARALLEL TO AND 33 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SECTION 3 TO THE NORTH LINE OF WEST 47TH STREET (A PUBLIC STREET) THE EAST LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 1008.93 FEET EAST OF THE NORTH AND SOUTH CENTER LINE OF SECTION 3, THE WEST LINE OF SAID STRIP ADJOINING ON THE EAST, THE LAND HEREIN DESCRIBED IS A STRAIGHT LINE PARALLEL TO AND 66 FEET WEST OF THE EAST LINE OF SAID STRIP. THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2648.14 FEET EAST FROM THE NORTH WEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2666.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION 3. THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID SECTION 3 TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2596.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SECTION 3, ALL IN COOK COUNTY, ILLINOIS

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