

ASSIGNMENT OF RENTS

Tinley Park, Illinois

February 26, 1988

KNOW ALL MEN BY THESE PRESENTS, that DIANE ADRIANOWICZ, a widow and STANISLAW ROGUSKI, an unmarried person, of the City of Chicago, County of Cook and State of Illinois, hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto:

TINLEY PARK BANK

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 of, 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 or agreed to by the Second Party under the powers hereinafter granted to it; being the intention hereof to hereby 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 situated in the County of Cook and State of Illinois, and described as follows, to-wit:

Permanent Index No.: 31-04-200-037-0000, 31-04-200-034-0000, 31-04-200-032-0000 and 31-04-200-005-0000.

CP Parcels are adjoining

Property Address: 183rd and LeClair Avenue, Tinley Park, IL

See attached rider for legal description which is made a part hereof.

This instrument is given to secure payment of the principal sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS, and interest upon a certain loan secured by a Mortgage to DIANE ADRIANOWICZ, a widow and STANISLAW ROGUSKI, an unmarried person, recorded in the recorder's Office of above named County, 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

DB
69-71-466 ③

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STREET AS WIDENED) IN COOK COUNTY, ILLINOIS
 FEET TO THE POINT OF BEGINNING (EXCEPTING THAT PART FALLING IN 183RD
 WEST 1/2; THENCE WEST ALONG THE SAID NORTH LINE A DISTANCE OF 75.29
 SAID WEST 1/2 A DISTANCE OF 497.00 FEET, TO THE NORTH LINE OF THE SAID
 DISTANCE OF 75.29 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF THE SAID
 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF THE SAID WEST 1/2, A
 PARALLEL TO THE WEST LINE OF THE SAID WEST 1/2 A DISTANCE OF 497.00
 275.29 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH
 COMMENCING AT A POINT IN THE NORTH LINE OF SAID WEST 1/2 WHICH IS
 FOLLOWS:
 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS
 THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP

PARCEL 2 "B":

AND

COOK COUNTY, ILLINOIS
 BEGINNING (EXCEPTING THEREFROM LANDS DEDICATED FOR HIGHWAY PURPOSES) IN
 LINE OF SAID WEST 1/2 A DISTANCE OF 175.29 FEET TO THE POINT OF
 DISTANCE OF 137.00 FEET TO A POINT; THENCE WESTERLY ALONG THE NORTH
 NORTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A
 THE LAST-DESCRIBED COURSE, A DISTANCE OF 70.00 FEET TO A POINT; THENCE
 FORMING AN EXTERIOR ANGLE OF 171 DEGREES, 35 MINUTES 27 SECONDS WITH
 DISTANCE OF 106.31 FEET TO A POINT, THENCE EASTERLY ALONG A LINE
 MINUTES 26 SECONDS TO THE LEFT, OF THE LAST-DESCRIBED COURSE EXTENDED, A
 THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 097 DEGREES 56
 THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 152.55 FEET TO A POINT,
 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL TO
 EASTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 350.58
 COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST 1/4; THENCE
 MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
 THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4
 IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM:

1/2; THENCE WEST ON SAID NORTH LINE 175.29 FEET TO POINT OF BEGINNING
 SAID WEST LINE 497.00 FEET, TO A POINT IN SAID NORTH LINE OF SAID WEST
 TO SAID NORTH LINE A DISTANCE OF 175.29 FEET; THENCE NORTH PARALLEL TO
 LINE OF SAID WEST 1/2 A DISTANCE OF 497.00 FEET, THENCE EAST PARALLEL
 FEET EAST OF NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO WEST
 COMMENCING AT A POINT IN NORTH LINE OF SAID WEST 1/2 WHICH IS 350.58
 DESCRIBED AS FOLLOWS:

TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
 THAT PART OF NORTH 50 ACRES OF WEST 1/2 OF NORTH EAST 1/4 OF SECTION 4,

PARCEL 2 "A":

COUNTY, ILLINOIS
 WEST 1/2 A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING IN COOK
 DISTANCE OF 55.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID
 95.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A
 THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF
 PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET;
 A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE EAST
 CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2
 EAST 1/4 OF SAID SECTION 4, WHICH IS 525.87 FEET EAST OF THE NORTH WEST
 COMMENCING AT A POINT IN THE NORTH LINE OF THE WEST 1/2 OF THE NORTH
 MERIDIAN, DESCRIBED AS FOLLOWS:
 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
 THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4

PARCEL 1:

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AND

PARCEL 2"C":

THAT PART OF THE NORTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SAID WEST 1/2 WHICH IS 525.87 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 497.00 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 202.94 FEET; THENCE NORTHERLY IN A STRAIGHT LINE A DISTANCE OF 497.00 FEET TO A POINT IN THE SAID NORTH LINE OF THE WEST 1/2 WHICH IS 735.68 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE WEST ON SAID NORTH LINE 209.81 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTH 171.00 FEET THEREOF; ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID NORTH EAST 1/4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 525.87 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 207.88 FEET TO A POINT; THENCE NORTHERLY ALONG A LINE FORMING AN ANGLE OF 089 DEGREES 40 MINUTES 44 SECONDS TO THE LEFT OF THE LAST-DESCRIBED COURSE EXTENDED A DISTANCE OF 140.00 FEET TO A POINT; THENCE WESTERLY ALONG THE NORTH LINE OF SAID WEST 1/2, A DISTANCE OF 209.81 FEET TO THE POINT OF BEGINNING; ALSO EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 4, WHICH IS 525.87 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID WEST 1/2 A DISTANCE OF 55.00 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF SAID WEST 1/2 A DISTANCE OF 95.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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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 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 to it 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 it may see fit, including leases for terms expiring beyond the maturity of the indebtedness 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 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 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 moneys 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 said note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all 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 terms 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 insure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors and 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, but 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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IN SENATE
JANUARY 12, 1900

REPORT OF THE
COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 12, 1899

CHICAGO: PUBLISHED BY THE STATE OF ILLINOIS
1900

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