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ASSIGNMENT OF RENTS

86144702

KNOW ALL MEN BY THESE PRESENTS, that Saul Agoos, an unmarried person

hereinafter called the "Assignor", in consideration of the sum of ONE DOLLAR (1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto

BELMONT NATIONAL BANK, 3179 N. CLARK STREET, CHICAGO, ILLINOIS

hereinafter called the "Assignee", and their respective successors in office and assigns, all of the rents, issues and profits now due by virtue of any leases or sub-leases, whether written or verbal, or any letting or subletting or agreement for the use or occupancy of any part of the premises located upon the property described in the attached Exhibit "A" to which the Assignor is entitled. This Assignment includes the rents, issues and profits now or hereafter due by virtue of the said leases or sub-leases, if any,

This Agreement is made as additional security for the payment by Assignor of the principal note dated April 10, 1986 in the sum of Forty One Thousand Dollars and 00/100 Dollars (\$ 41,000.00), with interest as stipulated therein, executed and delivered by the said Assignor to the Assignee, and as additional security for the full and faithful performance by the said Assignor of all of the terms and conditions of a certain mortgage or a deed of trust in the nature of a mortgage dated April 10th, 1986, executed and delivered by the Assignor to the Assignee to secure the payment of the principal note and covering the premises described in Exhibit "A".

Assignor agrees that this Assignment shall cover all future leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of said premises.

Assignor further agrees that it will not assign the rent or any part of the rent of said premises, or cancel or amend any lease now in existence or hereafter made, or collect rents thereunder for a period further in advance than thirty (30) days without the written consent of the Assignee, or do any other act whereby the lien of the aforesaid mortgage may in the opinion of the Assignee be impaired in value or quality.

Assignor further agrees that this Assignment shall remain in full force and effect so long as the principal note remains unpaid and that it may be enforced by the Assignee, its successors and assigns, or the holder of said note.

It is the intention of the Assignor to create a present assignment of all the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of the premises hereinabove described, but in as much as this Assignment is made as additional security for the payment of the principal note hereinabove set forth, it is agreed that the Assignee's rights to collect said rental shall be conditioned upon the existence of default in the payment of said principal note according to its terms or in the performance of the terms and conditions of the Mortgage and security agreement in the nature of chattel mortgage executed and delivered by the Assignor to secure the payment of said principal note.

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In the event of any such default referred to in the preceding paragraph hereof, Assignor does hereby authorize and empower the Assignee, its successors and assigns, or the holder of the principal note:

- (a) To collect all of the rents, issues and profits now due or which may hereafter become due or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of said premises and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits;
- (b) To use and possess furniture, furnishings, equipment, names, signs, books, records and files, and all other personal property used in the operation of Assignor's business;
- (c) To operate the property and business of Assignor and pay all costs of operations, including costs not met from income collections obtained from such operations, and to make such other disbursements as may be reasonably necessary, in the opinion of the Assignee, to properly operate said property; and any and all such sums of money advanced for such purposes, or any of them, shall be deemed as additional principal sums secured by the Mortgage above described. Nothing herein contained, however, shall be construed as requiring Assignee to advance or expend money for any of the purposes aforesaid;
- (d) To execute new leases or modify existing leases.

In the event Assignee does take possession of the premises in question pursuant to the provisions of this Assignment, Assignee shall not, under any circumstances, be liable for the failure to collect rents.

Any amounts received or collected by Assignee, its successors or assigns by virtue of this Agreement shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the holder of the principal note:

1. To the payment of all necessary expenses for the operation, protection and preservation of said premises, including the usual and customary fees for management services;
2. To the payment of taxes and assessments levied and assessed against the property described herein as said taxes and assessments become due and payable;
3. To the payment of premiums due and payable on policies insuring said premises;
4. To the payment of installments of principal and interest on the principal note as and when they become due and payable and to the payment of any other amounts which may become due and payable pursuant to the terms of said Mortgage; and
5. The balance remaining after payment of the above shall be paid to the then owner of record of said premises.

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Provided for persons desiring to obtain a copy of the original copy of the record of the proceedings of the Board of Health, Cook County, Illinois, for the year 1900.

RECORDED
INDEXED
COOK COUNTY CLERK'S OFFICE
CHICAGO, ILL.
JAN 10 1901

PROPERTY OF COOK COUNTY CLERK'S OFFICE

RECORDED
INDEXED
COOK COUNTY CLERK'S OFFICE
CHICAGO, ILL.
JAN 10 1901

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COOK COUNTY CLERK'S OFFICE
CHICAGO, ILL.
JAN 10 1901

EXHIBIT A

PARCEL 1:

THE WEST 45.53 FEET OF THE EAST 80.03 FEET OF THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT OF SAID OWNER'S SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131 DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF LOTS 1 THRU 8 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SAID SECTION 11 AT A POINT ON SAID WEST LINE 506.70 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 11, THENCE WEST ALONG A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID LOTS 1 THRU 8 A DISTANCE OF 178.0 FEET, THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE AT A DISTANCE OF 55.77 FEET, THENCE EAST 178.0 FEET TO A POINT ON THE WEST LINE OF SAID LOTS 1 THRU 8 A DISTANCE OF 55.77 FEET SOUTH OF THE POINT OF BEGINNING, THENCE NORTH 55.77 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF LOT 2 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AS PER PLAT OF SAID OWNER'S SUBDIVISION FILED FOR RECORD IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JANUARY 2, 1917 AS DOCUMENT NUMBER 6022131 DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF LOTS 1 THRU 8 IN GLENVIEW REALTY COMPANY'S CENTRAL GARDENS, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SAID SECTION 11 AT A POINT ON SAID WEST LINE 513.75 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 11, THENCE SOUTH ALONG SAID WEST LINE OF SAID LOTS 1 THRU 8 12.75 FEET, THENCE SOUTH 45 DEGREES WEST 48.79 FEET, THENCE NORTH 12.75 FEET, THENCE NORTH 45 DEGREES EAST 48.79 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS;

PARCEL 3:

EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "1" THERETO ATTACHED DATED DECEMBER 4, 1960 AND RECORDED DECEMBER 19, 1960 AS DOCUMENT NUMBER 18043592 MADE BY CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 22, 1957 AND KNOWN AS TRUST NUMBER 39470 AND AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 17, 1960 AND KNOWN AS TRUST NUMBER 42231 AND AS CREATED BY THE DEED FROM SUNSET MANOR EXECUTIVE HOMES INCORPORATED TO LAWRENCE C. PHARHER AND MARIE PHARHER, HIS WIFE, RECORDED SEPTEMBER 1, 1961 AS DOCUMENT 18264211 FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND DRIVEWAY PURPOSES.

PIN 09-11-101-114 R.

440 Glendale RD., Glenview

86111712