

# UNOFFICIAL COPY

ASSIGNMENT OF RENTS

13.00

Chicago, Illinois February 10, 1986

86193128

Know all Men by these Presents, that LaSALLE NATIONAL BANK, a National Banking Association, of Chicago, Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated February 11, 1986 and known as its trust number 110841 (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 BLUE ISLAND

(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 beneficiaries of Assignor's said trust 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:

### PARCEL 1:

THAT PART OF LOT 1 LYING SOUTH OF VERMONT STREET DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION WITH THE WEST LINE OF LOT 1 AND THE SOUTHERLY LINE OF VERMONT STREET AS USED AND OCCUPIED, SAID POINT

BEING 30.73 FEET SOUTH OF THE CENTER LINE OF VERMONT STREET; THENCE SOUTH ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 400 FEET; THENCE EAST NORMAL FROM THE WEST LINE OF LOT 1, A DISTANCE OF 118 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 1, A DISTANCE OF 237.11 FEET; THENCE NORTHWESTERLY ALONG A LINE NORMAL TO SAID SOUTHERLY LINE OF VERMONT STREET, A DISTANCE OF 184.55 FEET TO A POINT ON SAID SOUTHERLY LINE OF VERMONT STREET; THENCE SOUTHWESTERLY ALONG SAID LINE, A DISTANCE OF 80.0 FEET TO THE PLACE OF BEGINNING, IN BECKER SUBDIVISION OF THE WEST 2/3 OF LOT 6 AND ALL OF LOTS 2, 3, AND 4 IN CHRISTIAN BECKER'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTH EAST 1/4 NORTH OF THE INDIAN BOUNDARY LINE, OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 2:

A 25 FOOT EASEMENT FOR INGRESS AND EGRESS IN FAVOR OF PARCEL 1 AS CREATED BY DEED MADE BY UNION NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 23, 1974 AND KNOWN AS TRUST NUMBER 2197 TO DONNA J. PETTA DATED AUGUST 1, 1975 AND RECORDED SEPTEMBER 11, 1975 AS DOCUMENT 23218699, AND AS CREATED BY DEED MADE BY DONNA J. PETTA TO FIRST NATIONAL BANK OF BLUE ISLAND, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 21, 1975 AND KNOWN AS TRUST NUMBER 75115, SAID DEED DATED AUGUST 1, 1975 AND RECORDED SEPTEMBER 11, 1975 AS DOCUMENT 23218700; OVER THAT PART OF LOT 1 LYING EAST OF AND MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT ON THE WEST LINE 400 FEET SOUTH OF THE SOUTHERLY LINE OF VERMONT STREET AS OCCUPIED; THENCE EAST NORMAL TO THE WEST LINE OF LOT 1 A DISTANCE OF 118 FEET; TO THE POINT OF BEGINNING; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 1, A DISTANCE OF 237.11 FEET; THENCE NORTHWESTERLY ALONG A LINE NORMAL TO THE SOUTHERLY LINE OF VERMONT STREET A DISTANCE OF 184.55 FEET TO THE POINT IN THE SAID SOUTHERLY LINE OF VERMONT STREET IN BECKER'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

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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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 the 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.

THIS ASSIGNMENT OF RENTS, is executed by LaSalle National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of LaSalle National Bank personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as LaSalle National Bank, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, said party of the first part as Trustee as aforesaid and not personally has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary the day and year first above written.

LaSALLE NATIONAL BANK, a Trustee as aforesaid, and not personally

By [Signature] Vice President

Attest: [Signature] Assistant Secretary

APPROPRIATE PAPAJOHN

STATE OF ILLINOIS }  
COUNTY OF COOK }

ss.

I, APPROPRIATE PAPAJOHN  
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY,  
THAT James A. Flayk Asst. Vice  
William E. Dillies Vice President—of LaSALLE  
NATIONAL BANK, and

Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

Vice President and Assistant Secretary 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 Bank, for the uses and purposes therein set forth; and the Said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11

day of FEBRUARY 19 80

[Signature]  
Notary Public

My commission expires: 9-30-87

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

**Assignment of Rents**

LaSALLE NATIONAL BANK

as Trustee

TO

FIRST NATIONAL BANK OF BLUE ISLAND

Mail To: Norma Viterna  
First National Bank of Blue Island  
13057 S. Waukegan Ave  
Blue Island, IL 60410

**BOX 333-CA**

Da

LaSALLE NATIONAL BANK  
135 SOUTH LaSALLE STREET  
CHICAGO, ILLINOIS 60690

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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 before or after 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 heretofore 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 heretofore described, and conduct the business thereof, Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all repairs, 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 (herein 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 on the performance of the terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured by the same.

February 10, 1986

as Trustee of Mortgage dated

and 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 heretofore 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.

NO/100 (\$269,000.00) (Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to

FIRST NATIONAL BANK OF BLUE ISLAND

This instrument is given to secure payment of the principal sum of TWO HUNDRED SIXTY NINE THOUSAND AND

NO/100 (\$269,000.00)

NO/100 (\$269,000.00)

NO/100 (\$269,000.00)

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25-32-06-007 AB  
1141 VERMONT STREET  
CALUMET PARK, ILL. 61815

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

# Assignment of Rents

LASALLE NATIONAL BANK

as Trustee

TO

FIRST NATIONAL BANK OF BLUE ISLAND

1701 North Victoria

First National Bank of Blue Island

3059 S. Wabasha Ave

Blue Island, Ill

BOX 333-CA

Da

LASALLE NATIONAL BANK  
135 SOUTH LASALLE STREET  
CHICAGO, ILLINOIS 60690

8046 CP

STATE OF ILLINOIS  
COUNTY OF COOK

SS

THAT Thomas A. Clark a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY,

NATIONAL BANK, and

Assistant Secretary of said Bank, personally known to me to be the same persons whose

names are subscribed to the foregoing instrument as such

Vice President and Assistant Secretary 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 Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth

Given under my hand and Notarial Seal this 11 day of FEBRUARY 1980  
APHAODITE PAPAJOHN  
Notary Public  
My commission expires: 8-30-87

APHAODITE PAPAJOHN

Attest: [Signature] Assistant Secretary

[Signature] Vice President

LASALLE NATIONAL BANK, a Trustee as aforesaid, and not personally

IN WITNESS WHEREOF, said party of the first part as Trustee as aforesaid and not personally has caused its corporate seal to be hereunto affixed, and has caused this instrument to be signed to these presents by its Assistant Secretary the day and year first above written.

THIS ASSIGNMENT OF RENTS, is executed by Lasalle National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Lasalle National Bank personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant, either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder, so far as Lasalle National Bank, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or hereunder, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument. 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 the powers hereunder, at any time or times that shall be deemed fit.

... SOUTH OF THE SOUTHERLY LINE OF VERMONT STREET AS OCCUPIED, THENCE EAST NORMAL TO THE WEST LINE OF LOT 1 A DISTANCE OF 118 FEET; TO THE POINT OF BEGINNING; THENCE NORTH ALONG A LINE PARALLEL WITH THE WEST LINE OF LOT 1, A DISTANCE OF 237.11 FEET; THENCE NORTHWESTERLY ALONG A LINE NORMAL TO THE SOUTHERLY LINE OF VERMONT STREET A DISTANCE OF 184.55 FEET TO THE POINT IN THE SAID SOUTHERLY LINE OF VERMONT STREET IN BECKER'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

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