

UNOFFICIAL COPY

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DATED: June 2, 1986

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that Heritage County Bank and Trust Company, an Illinois corporation, not personally but as Trustee under the provisions of a Deed in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated May 29, 1986 and known as its trust number 2866 (hereinafter called Assignor) in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Onelio Robert Corsi and Geraldine Frances Corsi, his wife, as joint tenants with right of survivorship and not as tenants in common 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 the 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 establish hereby an absolute transfer and assignment all such leases and agreements and all the rents, earnings, issues, income, and profits there under unto the Assignee therein, 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 DESCRIPTION OF PROPERTIES

This instrument is given to secure payment of the principal sum of Two Hundred Thousand (\$200,000.00) Dollars, and interest upon a certain note secured by Mortgage or Trust Deed to Chicago Title and Trust Company, an Illinois corporation. This instrument shall remain in full force and effect until said note and the interest thereon, and all other costs and charges which 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 in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

THIS ASSIGNMENT OF RENTS IS JUNIOR AND SUBORDINATE TO A PRIOR ASSIGNMENT OF RENTS DATED MAY 29, 1986, EXECUTED BY HERITAGE COUNTY BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER A CERTAIN TRUST AGREEMENT DATED MAY 29, 1986, AND KNOWN AS TRUST NUMBER 2866, IN FAVOR OF MIDLOTHIAN STATE BANK, AN ILLINOIS BANKING CORPORATION, TO SECURE PAYMENT OF A CERTAIN NOTE DATED NOVEMBER 19, 1984 IN THE PRINCIPAL SUM OF \$453,621.61.

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Case No. 10-10-10000

FILED IN CASE NO. 10-10-10000

FILED IN CASE NO. 10-10-10000

IN RE: THE ESTATE OF [Name], Deceased.  
[Name], Plaintiff,  
vs.  
[Name], Defendant.

The undersigned, [Name], Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the Court.

Witness my hand and the seal of the Court at Chicago, Illinois, this [Date] day of [Month], 20[Year].

[Signature]

ALL RIGHTS RESERVED BY THE CLERK OF THE COURT

10-10-10000

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this [Date] day of [Month], 20[Year].

[Signature]

FILED IN CASE NO. 10-10-10000

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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 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 without 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 of 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, the 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 and mortgage 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 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. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvement, and all payment which may be made for taxes, assessments, insurance and prior or prior charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services 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 thereof 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 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 all 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 Heritage County Bank and Trust Company, 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 Heritage County Bank and Trust Company 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 Heritage County Bank and Trust Company, 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 wholly to the trust property herein described and to the rents hereby assigned for the payment thereof, by enforcement in the lien hereby and the 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 Assignor, 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 Asst. Vice President and attested by its Assistant Secretary the day and year first above written.

HERITAGE COUNTY BANK AND TRUST COMPANY as Trustee, and not personally

By: Carl D. Helwig

Attest: Darlene Donahue  
Asst. Sec'y

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Illinois

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and the seal of my office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Illinois

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Illinois

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Illinois

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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## DESCRIPTION OF PROPERTIES

Lots 9 and 10 in Block 22 in Wireton Park,  
A subdivision in sections 25, 26 and 36,  
Township 37 North, Range 13 east of the  
third principal meridian, according to the  
plat thereof recorded as Document Number  
1607507, in Cook County, Illinois

~~24-36-104-001,002~~

Pin # 24-36-104-001,002

↓ ↓  
Lot 10 Lot 9

Property of M.C. Cook County Clerk's Office

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Property of Cook County Clerk's Office

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