

UNOFFICIAL COPY

Loan No. 10610028

Individual Page 6 2 7 1 3 9 2

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KNOW ALL MEN BY THESE PRESENTS, that First State Bank of Harvard Trust #361, under a Trust Agreement Dated 5-30-86

of the City of Harvard, County of McHenry, and State of Illinois

in order to secure an indebtedness of Twenty-five thousand and no/100 \*\*\*\*\*

Dollars (\$ 25,000.00, executed a mortgage of even date herewith, mortgaging to

86277392

FIRST STATE BANK OF HARVARD

hereinafter referred to as the Mortgagee, the following described real estate:

Description on back

Document No. 86-2143  
Filed for Recorder's Office of  
Boone County, Illinois June 4, 1986 at 11:20 o'clock P.M.  
Robert E. Wintermeyer Recorder of Deeds  
KE

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assigns and transfers and sets over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name(s) of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this

3rd

day of June A. D., 19 86

(SEAL)

(SEAL)

STATE OF ILLINOIS

COUNTY OF McHenry

I, the undersigned

in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

personally known to me to be the Exec. Vice President of the First State Bank of Harvard

\_\_\_\_\_, a corporation, and Shirley Sweetman

known to me to be the \_\_\_\_\_ Secretary of said corporation, and 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 severally acknowledged that as such Exec. Vice President and \_\_\_\_\_ Secretary, they

signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto,

pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary

act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 3rd day of

THIS DOCUMENT PREPARED  
BY FIRST STATE BANK OF  
HARVARD, 201 W. DIGGINS  
ST. HARVARD, ILLINOIS

86-2143

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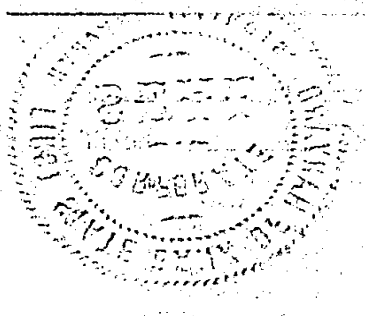
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to going ahead for the first time  
in the history of the State of Illinois  
to be the first to be the first to be the first

**PARCEL 1:** Part of the Northwest Quarter of Section 9 and part of the West Half of Section 4, all in Township 46 North, Range 4 East of the Third Principal Meridian, in Boone County, Illinois, described as follows, to-wit: Commencing at the Northeast corner of the West Half of the Northwest Quarter of said Section 9 and running thence West along the North line thereof for a distance of 330.0 feet to a point for the place of beginning; said point also being in the center line of a public highway running in a Northeasterly and a Southwesterly direction; thence South on a line 330.0 feet West of and parallel with the East line of the West Half of the Northwest Quarter of said Section 9, for a distance of 750.0 feet to a point; thence East at right angles to the last described line, at the last described point for a distance of 505.0 feet to a point; thence North at right angles to the last described line, at the last described point, for a distance of 1000.87 feet to a point in the center line of said highway running in a Northeasterly and a Southwesterly direction; thence Southwesterly on the center line of said highway being on a line forming an angle of 116 degrees and 25 minutes to the left with a prolongation of the last described line, at the last described point, for a distance of 563.88 feet to the place of beginning, in Boone County, Illinois. ALSO

**PARCEL 2:** Lots 11 and 12 in Block 9 in Wittbold's Indian Boundary Park, Unit No. 3, being a part of Victoria Potthier's Reservations in Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.



Clerk's Office  
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