

UNOFFICIAL COPY

BANK OF BELLWOOD
Land Trust
Assignment of Rents

3 6 2 7 9 6 4 1
KELLOGG COUNTY, ILLINOIS
RECORDED

1986 JUL -7 PM 3:11

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The above space for RECORDER'S USE ONLY

BELLWOOD, Illinois June 27 19 86

Know all men by these Presents, that AMERICAN NATIONAL BANK AND TRUST CO. OF CHICAGO, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated May 9, 1986

and known as its Trust Number 67355, 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 BANK OF BELLWOOD, A STATE BANKING CORPORATION, having an office and place of business in BELLWOOD, Illinois, hereinafter called the Assignee, all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises hereinabove described, which are now due and may become 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 hereinabove 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:

12 00

SEE "SCHEDULE A" ATTACHED HERETO AND MADE A PART HEREOF

P.I. # 24-34-103 - 006-007-011-020-033 → Lot 24
 ↑
 24-34-104 - 005 008-016
 ↓
 12 1/2 Sth, Orchard Ave
 Acq. lot.
 Lots 5 6 7 8 9 m. C

CHARGEABLE AREA
CITY OF BELLWOOD

This Instrument is given to secure payment of the principal sum of TWO HUNDRED THIRTY THOUSAND AND 00/100 (\$230,000.00)

Dollars, and interest upon a certain loan secured by the Mortgage or Trust Deed to BANK OF BELLWOOD, as Trustee or Mortgagor dated June 27, 1986 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 hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which accrued or may hereafter accrue under said Trust Deed or Mortgage have been paid.

This assignment shall not become operative until a default exists in the payment of the principal or interest or in the performance of the terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

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 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 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. 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 reinsurance the same, and may lease said mortgaged 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 cause or on 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. 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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BOX 333-CA

219 S. Merchandise Road
Bellwood, IL 60104

FOR THE RECORDEER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE
127th Street and Ordard Street , Alsip, Illinois
Reference: MILES/PERSTO

Place in Recorder's Box

My Commission Expires 6/2/68
Notary Public, State of Illinois
Laura A. M. Sovinski
NOTARIAL SEAL

Given under my hand and Notarial Seal this _____ day of _____, 19_____
TOM J. COOK

Notarial Seal

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
CERTIFY THAT the above named officers of this
the same persons whose names are subscribed to the foregoing instrument to me to be
respectively appointed before me this day in person and acknowledged they signed
delivered to said instrument in their own hands voluntary act and as the same
then and there acknowledged that this uses and purposes thereafter set forth.
said Company having seal of said Company, as custodian of the said officers
every act of this Company for the uses and purposes thereafter set forth; and the said officers
of said Company are authorized to sign any instrument to be made by them
as said officers own, save and voluntary act and as the free and voluntary act of said Company.
party for the uses and purposes thereafter set forth.

COUNTY OF COOK, SS:
STATE OF ILLINOIS,
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY

BY VICE-PRESIDENT
ATTEST, *[Signature]*
AS AFORESAID AND NOT PRACTICING.
AMERICAN NATIONAL BANK AND TRUST CO. OF CHICAGO
AS TRUSTEE

CORPORATE SEAL

IN WITNESS WHEREOF, the undersigned trustee not personally but as a trustee of the corporation
and authority constituted in it to execute any instrument, and agreed thereto in said note executed by the parties hereto, has caused these presents to be signed and its corporate
seal to be affixed and attested to, this day and year first of above written.
The release of this trustee and his wife from liability for the payment of this guarantee or to make it any.
any indebtedness secured by him, and other so far as the trustee personally concerned, the legal holder of said note and the owner of the
rights to security hereunder, and other so far as the trustee personally concerned, the legal holder of said note and the owner of the
excess of unpaid herein concerned, and such liability, if any, arising expressly waived by the assignee and by every person now or hereafter claiming any
trustee personally liable to pay this said note of any indebtedness concerning hereinunder, to perform any demand of the
trustee personally liable to pay this said note of any indebtedness concerning hereinunder, to be construed as constituting an absolute
instrument, and it is expressly understood and agreed thereby that it possesses full power and authority to execute this
instrument, and authority to do all acts necessary to effectuate the intent of this instrument.

THIS ASSIGNMENT OF RENTS is executed by the undersigned trustee, not personally but as a trustee of the corporation
and authority constituted in it to execute any instrument, and agreed thereto in said note executed by the parties hereto, has caused these presents to be signed and its corporate
seal to be affixed and attested to, this day and year first of above written.
The release of this trustee and his wife from liability for the payment of this guarantee or to make it any.
any indebtedness, or contracts, attorney, attorney, 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, or any time or terms, at any time or terms, shall have full right, power and authority to demand it.
This release of this trustee, of any of the agreements, attorney, attorney, successors or assigns of the assignee to any rights under this agreement, or any of the
terms, provisions, or conditions, or any time or terms, at any time or terms, shall have full right, power and authority to demand it.
The release of this trustee, and any of the agreements, attorney, attorney, successors or assigns of the assignee to any rights under this agreement, or any of the
terms, provisions, or conditions, or any time or terms, shall have full right, power and authority to demand it.

The instrument shall be assignable by the assignee, and all of the terms and provisions hereof shall be binding upon and future to the benefit of the respective

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"SCHEDULE A"

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PARCEL 1:

THOSE PARTS OF LOTS 23 AND 24 IN BLOCK 2 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP, SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH EASTERLY OF A LINE INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 24 AT A DISTANCE OF 33.57 FEET FROM ITS NORTH WEST CORNER AND THE EASTERLY BOUNDARY OF SAID LOT 23 AT A DISTANCE OF 57.08 FEET FROM ITS SOUTH EAST CORNER, IN COOK COUNTY "

PARCEL 2:

THAT PART OF LOT 7 IN BLOCK 2 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP IN SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING NORTHEASTERLY OF A LINE INTERSECTING THE WESTERLY BOUNDARY OF SAID LOT 7, AT A DISTANCE OF 67.26 FEET FROM ITS SOUTH WEST CORNER AND THE SOUTHERLY BOUNDARY OF SAID LOT 7, AT A DISTANCE OF 91.52 FEET FROM ITS SOUTHWEST CORNER

PARCEL 3:

THAT PART OF LOT 8 IN BLOCK 2 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP IN SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING NORTH EASTERLY OF A LINE INTERSECTING THE NORTHEASTERLY BOUNDARY OF SAID LOT 8 AT A DISTANCE OF 91.52 FEET FROM ITS NORTH WEST CORNER AND THE EASTERLY BOUNDARY OF SAID LOT 8 AT A DISTANCE OF 24.67 FEET FROM ITS SOUTH EAST CORNER

PARCEL 4:

LOTS 5 TO 8, BOTH INCLUSIVE, IN BLOCK 1 IN ALSIP MANOR, BEING A SUBDIVISION IN THE NORTH WEST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1946 AS DOCUMENT 13836063 IN COOK COUNTY, ILLINOIS (EXCEPT THAT PART OF LOT 8 CONVEYED TO ILLINOIS TOLL HIGHWAY COMMISSION)

PARCEL 5:

LOT 6 IN BLOCK 2 IN ALSIP MANOR, A SUBDIVISION IN THE NORTH WEST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 6:

THAT PART OF LOT 9 IN BLOCK 1 IN ALSIP MANOR SUBDIVISION IN THE VILLAGE OF ALSIP IN SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING EASTERLY OF A LINE INTERSECTING THE NORTHERLY BOUNDARY OF SAID LOT 9 AT A DISTANCE OF 11.48 FEET FROM ITS NORTH WEST CORNER AND THE SOUTHERLY BOUNDARY OF SAID LOT 9 AT A DISTANCE OF 113.23 FEET FROM ITS SOUTH WEST CORNER

PARCEL 7:

LOT 25 (EXCEPT THAT PART THEREOF LYING SOUTH OF A LINE INTERSECTING THE WESTERLY BOUNDARY OF SAID LOT 25 AT A DISTANCE OF 24.67 FEET FROM THE SOUTH WEST CORNER AND THE SOUTHERLY BOUNDARY OF SAID LOT 25 AT A DISTANCE OF 33.57 FEET FROM ITS SOUTH WEST CORNER AND ALL OF LOT 26 IN BLOCK 2 IN ALSIP MANOR IN THE NORTH WEST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 8:

LOTS 27 AND 28 IN BLOCK 2 IN ALSIP MANOR OF THE NORTH WEST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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