

UNOFFICIAL COPY 86299595

KNOW ALL MEN BY THESE PRESENTS, that I, John H. McCall,

a corporation organized and existing under the laws of the state of Illinois.....
.....not personally but as trustee under the provisions of a Deed or Deeds in trust
duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated July 7, 1986
.....and known as trust number 2884....., in order to secure
an indebtedness of Six Hundred Thousand and \$0/100 _____ Dollars
(\$600,000.) Executed a mortgage of even date herewith, mortgaging to Heritage Bank
.....Of Oak Lawn.....
the following described real estate.

See Attached for Legal

Parcels 1, 2, 3, and 4 (Parcel 1) (Parcel 2) (Parcel 3) (Parcel 4)
✓ P# 12-25-430-001-0000, 12-25-429-017-0000, 12-25-429-016-0000, 12-25-429-018-0000, 12-25-429-
7411 Grant, Illinois, in the name of John J. and Mary A. ... 015-0000
and, whereas, Heritage BANK of Oak Lawn 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, Heritage County Bank,

hereby assign s, transfer s, and set s over unto Heritage Bank of Oak Lawn.

hereinafter referred to as the Association, and of 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 Association 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 assets hereunder unto the Association and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Association to let and hire, let and 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 names 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 said Association may do.

It is understood and agreed that the said Association 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 said Association, 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 understood and agreed that the Association 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.

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 Association 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

This agreement of rents is executed by _____
not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such
Trustee (and said _____) hereby
warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that

nothing herein or in said note contained shall be construed as creating any liability on the said
Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing
hereunder, or to perform any contract, other expense or unpaid item contained in all such liability, if any, being expressly
warned by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as

Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness, owing hereunder, shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, I, the undersigned, do hereby certify that the foregoing instrument was executed by me not personally but as Trustee as aforesaid, in the name and behalf of the Company, to be signed by its President and Secretary, this 11th day of April, A.D. 1886.

Heritage County Bank
An institution owned and not personally
by Durban Dorothy
President

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Assignment of Rents

B
ox

O. K. Peters, Chicago

1440

Muth & Carpenter
HERITAGE BANK OF OAK LAWN
6001 WEST 95TH STREET
OAK LAWN, ILLINOIS 60453

86566298

06299598 22 MAR 2000

Notary Public

DO HEREBY CERTIFY, THAT, Dated this Ass., Vice- President, of the State aforesaid,
I, Che. Understating, a Notary Public, in and for said County, in the State aforesaid,
do hereby certify, THAT, Dated this Ass., Vice- President, of the State aforesaid,
Assyable, Batteneau, Assistant of said Corporation, who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such. Ass., Vice- President, and Assistant
Secretary, respectively, apposited before me this day in person and acknowledged that they signed and
delivereded the said instrument to their own free and voluntary act and as the free and voluntary act of said
corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the
said Ass., Secretary then and there acknowledged that she..... as custodian of the corporate seal
of said corporation, did affix said seal to said instrument as her..... own free and voluntary act and as the
free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth
and Ass., Secretary, in and for said County, in the State aforesaid, do hereby seal this, the day of July A.D. 1986.

COUNTY OF **Cook** }
STATE OF ILLINOIS }
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and the author's own knowledge of the Indian. In the course of his life he had witnessed many such battles, and being a student of that race

OR THAT THE CENTER LINE OF STATION 10 AND THAT PART OF
THE LINE, WHICH LIES IN THE TOWNSHIP EAST LINE OF STATION 10 BE SWUNG
TOWARD THE CENTER LINE OF STATION 10 AND THAT THE LINE, WHICH LIES
IN THAT LINE, WHICH ALSO SWINGS TOWARD THE CENTER OF THE CENTER OF LAND AVENUE AND
IS SWUNG SO AS TO END AT THE POINT INDICATED MARKED, IN COOK COUNTY,
ILLINOIS.

Page 1

A 33 RD STREET AND THE SOUTH OF THE 34TH STREET LINE OF LAND, BOUND
NORTH BY THE NASHVILLE LINE OF THE CHICAGO MILWAUKEE AND ST. PAUL
RAILROAD AND EAST BY THE 34TH LINE AND SAYS WEST LINE EXTENDS WEST OF
BUT IS NOT TO EXCEED 1/4 OF THE 100 FEET AND GOING NEARLY STRAIGHT NORTH
THREE AND ONE QUARTER THIRTY FEET FROM THE EAST END OF THE SOUTH EAST 1/4
OF THE 33RD AND 34TH LINES OR THE SOUTH EAST 1/4 OF THE 34TH EAST 1/4,
OR BEING 1/4 OF THE DISTANCE MEASURABLE OF THE 100 FEET RIGHT OF WAY OF THE
CHICAGO MILWAUKEE AND ST. PAUL AND CENTER AND SUBSEQUENTLY OF THE
CENTRAL FENCE LINE AND THE 34TH STREET EAST OF THE THIRD
PRIVATE RESIDENCE IN CHICAGO, ILLINOIS.

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101 EAST 111TH STREET AND 101 EAST 112TH STREET IN CHICAGO; OR
BIRDS A WILDLIFE CENTER AT 311 1/2 111TH STREET, 10, 11 AND 12TH WEST
225 FEET OF MILE 10 1/2, 100 FEET AND 300 FEET OF BLOCK 11, AND EAST 1/2 OF
BLOCK 11 AND 101 EAST 112TH STREET OR THE EAST 1/2 OF BLOCK 10 IN CHICAGO
BLOCKS 14 AND 15 OF THE SECOND EAST 1/4 OF SECTION 25, TOWNSHIP
40 NORTH, RANGE 12 EAST OF THE TOWNSHIP PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

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THAT PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 46 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BUREAU AND HARRIS COUNTIES, ILLINOIS.

CUTTING AND AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 12 IN GLASGOW, A NEIGHBORHOOD OF CHICAGO, ILLINOIS, IS THE SOUTH EAST POINT OF BLOCK 12 THE NORTHERN PORTION OF BLOCK 11 AND EAST 1/2 OF BLOCK 10 AND THE NORTH 330 FEET OF THE EAST 1/2 OF BLOCK 10 OF CHICAGO MILEAGE, A SUBDIVISION OF LAND, OR THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 15; THIS LINE ALSO ALONG THE EAST LINE OF SAID LOT 12 THE NORTHEASTERLY LINE OF THE ALLEGED LOT 12, THE CHICAGO MILEAGE AND ST. PAUL RAILROAD; THENCE EASTERLY ALONG THE RAILROAD LINE OF SAID ALLEGED LOT OF WAY TO THE EAST LINE OF THE WEST 1/2 OF LAND, OR LOT 1, 4 OF SAID SECTION 15; THENCE NORTH ALONG SAID EAST LINE TO POINT 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15 TO THE SOUTHEASTERLY LINE OF LAND, ALLEGED. THENCE WESTWARD ALONG SAID SOUTHEASTERLY LINE OF LAND AND 2 TO THE POINT OF MEETING IN COOK COUNTY, ILLINOIS.

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