mail CENTRAL MORTGAGE PROCESSING IN THE PARK
PIRST NATIONAL BANK OF EVERGREEN PARK
Name

CLEARING BANK

BIO1 WEST 95TH STREET EVERGREEN PARK FLLINGIS 60642.

5235 West 63rd Street / Chicago, Illinois 60638.

Box 333 - L



PHONE: (312) 582 - 6300

, Illinois Chicago ... , 19 <u>86</u> July 25

ASSIGNMENT OF RENTS

Anthony R. Altobelli and Kelly F. Carver, N/K/A Kelly KNOW ALL MEN BY THESE PRESENTS, that F. Altobelli, Husband and Wife Therematter called "First Party"), in consideration of One and 00/100 Dollar (\$1.00), to it in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged and confessed, does hereby assign, transfer and set over unto. Clearing its successors and assigns, thereinatier called the "Second Party"), all the tents, earnings, Income, issues, and profits of and Bank from the real estate and premises bereinaliter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which told First Party may have heretulore made or agreed to or may hereafter make or agree to, or which may be made or agreed to it by the Second Party under the power herein granted; it being the intention hereof to make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, ell Coak and described as follows, to vit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

hereby releasing and waiving an rights, if any, of First Party under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This instrument is given to searce payment of the prin	cipal turn and the interest	of or upon a certain foan for FORTY SIX THOUSAND
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(s 46,000.00 1 secured by Martiage to and filed for record in the Office of the Rec Sugr of Deeds of	Clearing Bank	, at Mortgages, dated July 25 , 19.86
and filed for record in the Office of the Rechaer of Deeds of	Cook	County, Illinois, conveying the real estate
and premises hereinabove described, and this inclument sh	all remain in full force an	id effect until said loan and the interest thereon, and all other
costs and charges which may have accrued or may burralter a	cerus under said Mortgage	, have been fully paid.

This assignment shall not become operative until adefault exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Mortgage herein referred to and i) the Note secured thereby.

Without limitation of any of the legal rights of seasons Party as the absolute assignee of the rents, issues, and profits of said real estate and premisus above described, and by way of enumeration only. First Party hereby covenants and agrees that in the event of any detault by the First Party under the said Mortgage above described, the First Party vill whether before or after the Note or Notes secured by said Mortgage is or are declared to be immediately due in accordance with the terms of all Mortgage, or whether before or after the institution of any legal proceedings to foreclase the iten of said Mortgage, or before or after any sale tierein. forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estable and promises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, 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 indobtedness secured by said 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 of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholy "ieretrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereine ov described, and conduct the business thereof, either personally or by its agents, and may, at the expense of the mortgaged property, from time to trine, atther by purchase, repair or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, butterments, one improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortered property in such percels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indeb edness secured by said Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to concell he same, and in every such case the Second Party shall have the right to manage and operate the said real ustate and premises, and to carry on the brances thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and inclinity of the same, and any part thereof, and, after deducting the expenses of conflucting the business thereof and of all maintenance, repairs, renevals, for lac inents, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior of proper charges on the said real estate and promites, or any part thereof, including the just and reasonable compensation for the services of the Second Posty and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and contrai at the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any fiability, lots, or damage on account of any matter or thing done in good faith in pursuance of the lights and powers of Second Party hereunder, the Second Party may apply any and all monies arising as aforesaid:

- (1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said hor gaps, at the rate therein provided:
 - (2) To the payment of the interest accrued and unpaid on the said Note or Notes;
 - (3) To the payment of the principal of the said Note or Notes from time to time remaining outstanding and unpaid;
 - (4) To the payment of any and all other charges secured by or created under the said Mortgage above relained to; and
- (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3) and (4) to the First Party.

This instrument shall be assignable by Second Party, 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 Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves at 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 of its, his, or their rights under the terms hereal, but said Second Party, or its egents or attorneys, successors or assigns 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 payment of the Note and release of the Mortgage securing said Note shall-upon facto operate

STATE OF ILLINOIS SS COUNTY OF CODE

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Caryen NK Mikelly The foregoing instrument was acknowledged before me, a Notary Public, this xxxxx by Anthony R. Altohelli and Kelly F. Carver, N/K/A Kelly F. Altobelli, Husband & Wife.

> NOTARY PUBLIC STATE OF ILLINOIS HE COMMISSION EXP. MAR. 4.1190 ISSUED THRU ILL. MOTARY ASSOC.

My Commission Explass:

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This Rider is attached to Assignment of Rents from Anthony R. Altobelli and Kelly F. Carver, N/K/A Kelly F. Altobelli, Husband and Wife, TO CLEARING BANK dated July 25, 1986.

Exhibit "A"

Lot 30 (except the West 21.40 feet thereof) and all of Lot 31, and the West 2 feet of Lot 32 in 11/ck 40 in Frederick H. Bartlett's Chicago Highlands, in the North West 176 of Section 19, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County Illinois.

County Clarks Office Property Address: 6942 West 63rd Place Chicago, Illinois 60638

PTI# 19-19-102-072-0000

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