

# UNOFFICIAL COPY

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## Assignment of Rents

KNOW ALL MEN BY THESE PRESENTS, that whereas.....

SIERRA CAPITAL REALTY TRUST IV, A California Corporation

of One Maritime Plaza, Suite 500, San Francisco, California 94111

(Insert post office address of the undersigned)

hereinafter called the undersigned, which word shall bind the undersigned, my heirs, executors, administrators, successors and assigns, is the owner of the premises, which word shall be construed as including the premises known

as 6834 West 68th Street, Bedford Park, Illinois

(Insert post office address of the mortgaged property)

conveyed by and more particularly described in that certain mortgage, trust deed, deed of trust or loan deed, hereinafter called the mortgage, executed by SIERRA CAPITAL REALTY TRUST IV

dated August 20, 1986 and recorded ~~XX~~

concurrently herewith in ~~XX~~ the real estate records of Cook County,

(Book and Page of record or other record data)

State of Illinois, which said mortgage, together with the note or bond and the debt secured thereby, is owned and held by John Hancock Mutual Life Insurance Company, a Massachusetts corporation, having its Home Office at 200 Berkeley Street, Boston, Suffolk County, Massachusetts, hereinafter called the mortgagee, which word shall be construed as including the mortgagee, its successors and assigns; and

Whereas the undersigned is desirous of further securing the mortgagee in the indebtedness now due and to become due to the mortgagee secured by the mortgage or otherwise;

NOW, THEREFORE, in consideration of these presents and the mutual agreements herein contained and as further and additional security to the mortgagee, the undersigned does hereby presently sell, assign, transfer, set over and grant to the mortgagee during the life of these presents and also during any proceedings brought to enforce the mortgage:

1. The right to the use and possession of and the right to rent, let and/or lease any or all of the furniture, which word shall be construed as including all of the furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind and description now or hereafter available for the use of the tenants and/or the operation of the premises in or to which the undersigned has any right, title or interest

2. The right to the use and possession of the premises and all the rents, which word shall be construed as including any and all of the rents, issues, profits and avails now due and which may hereafter become due under and by virtue of any lease, whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the premises and/or furniture which may have been heretofore or may be hereafter made or agreed to between the undersigned or any other owner of the premises and/or furniture and any tenant or occupant of any part of the premises and/or furniture, or which may be made or agreed to by the mortgagee under the power herein granted.

3. Any and all right, title and interest in and to any: (a) loss or damage and rebate, refund or return of any premium, now or hereafter paid or payable under any policy of insurance covering the whole or any part of the premises and/or furniture, all hereinafter called losses or rebates; (b) sum or sums now due or hereafter to become due by reason of any taking of the whole or any part of the premises for public purposes, by right of eminent domain or otherwise, or by reason of any claim now or hereafter existing against any and all parties whomsoever for compensation for real or alleged harm or damage done to or in connection with the premises, all hereinafter called damages, and (c) abatement, rebate, refund or return, whether now or hereafter payable, of the whole or any part of any tax, assessment or other charge levied or assessed upon the whole or any part of the premises or furniture whether heretofore or hereafter levied or assessed or that has been or hereafter is paid, all hereinafter called abatements.

The undersigned irrevocably constitutes and appoints the mortgagee my true and lawful attorney in my name and stead: (a) to collect any and all of the said rents, losses or rebates, damages and/or abatements; (b) to use such measures, legal or equitable, as in its discretion may be deemed necessary or appropriate to enforce the payment of said rents, losses or rebates, damages, abatements and/or any security given in connection therewith; (c) to secure and maintain the use and/or possession of the premises and/or the furniture and/or any part of either; (d) to fill

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*Handwritten mark*

DEPT-01 RECORDING \$14.00  
T#3333 TRAN 7635 08/29/84 15:39:00  
#2666 # A \* 84-385628  
COOK COUNTY RECORDER

No. 514990-GB

Assignment of Rents

(General Form)

SIERRA CAPITAL REALTY TRUST IV,

A California Corporation

To

MUTUAL LIFE INSURANCE COMPANY  
200 N. LAUREL STREET

*John H. ...*

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any and all vacancies and to rent, lease and/or let the premises and/or the furniture and/or any part thereof at its discretion; (e) to order, purchase, cancel, modify, amend and/or in any and all ways control and deal with any and all policies of insurance of any and all kinds now or hereafter on or in connection with the whole or any part of the premises or furniture at its discretion and to adjust any loss or damage thereunder and/or to bring suit at law or in equity therefor and to execute and/or render any and all instruments deemed by the mortgagee to be necessary or appropriate in connection therewith; (f) to adjust, bring suit at law or in equity for, settle or otherwise deal with any taking of any or all of the premises for public purposes as aforesaid or any claim for real or alleged harm or damage as aforesaid and to execute and/or render any and all instruments deemed by the mortgagee to be necessary or appropriate in connection therewith, and (g) to adjust, settle or otherwise deal with any abatements and to execute and/or render any and all instruments deemed by the mortgagee to be necessary or appropriate in connection therewith; hereby granting full power and authority to the mortgagee to use and apply said rents, losses or rebates, damages and/or abatements to the payment of any taxes, assessments and charges of any nature whatsoever that may be levied or assessed in connection with the premises, to the payment of premiums on such policies of insurance on or in connection with the whole or any part of the premises and/or the furniture as may be deemed advisable by the mortgagee, to the payment of any and all indebtedness, liability or interest of the undersigned and/or the mortgagee, whether now existing or hereafter to exist, to the purchase of and/or the payment for such furniture as may be deemed necessary or advisable by the mortgagee, to the payment of all expenses in the care and management of the premises, including such repairs, alterations, additions and/or improvements to the premises and the furniture or any part of either, as may be deemed necessary or advisable by the mortgagee, to the payment of attorneys' fees, court costs, labor, charges and/or expenses incurred in connection with any and all things which the mortgagee may do or cause to be done by virtue hereof and to the payment of such interest on the indebtedness or on any of the foregoing, if any, as may be deemed necessary or advisable by the mortgagee; also hereby granting to the mortgagee full power and authority to make contracts for the care and management of the whole or any part of the premises and/or furniture in such form and providing for such compensation as may be deemed advisable by the mortgagee, and for the performance or execution of any or all of these presents, to constitute, appoint, authorize and in its place and stead put and substitute one attorney or more for me and as my attorney or attorneys, and/or the same at its pleasure again to revoke, and to do, execute, perform and finish for me and in my name all and singular those things which shall be necessary or advisable or which my said attorney or its substitute or substitutes shall deem necessary or advisable in and about, for, touching or concerning these presents or the premises or furniture or any of them as thoroughly, amply and fully as the undersigned could do concerning the same, being personally present, and whatsoever my said attorney or its substitute or substitutes shall do or cause to be done in, about or concerning these presents or the premises or furniture or any part of them I hereby ratify and confirm; and also hereby granting to the mortgagee full power and authority to exercise at any and all times such and every right, privilege and power herein granted, without notice to the undersigned.

The undersigned for the consideration aforesaid hereby expressly covenants and agrees:

1. That the mortgagee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it and that the mortgagee shall be liable only for such cash as it actually receives under the terms hereof, provided, however, that failure of the mortgagee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the mortgagee.

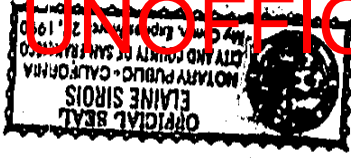
2. That the undersigned will execute upon the request of the mortgagee any and all instruments requested by the mortgagee to carry these presents into effect or to accomplish any other purpose deemed by the mortgagee to be necessary or appropriate in connection with these presents or the premises or furniture.

3. That the undersigned is entitled to receive said rents, losses or rebates, damages and/or abatements and to enjoy all the other rights and benefits mentioned herein; that the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the undersigned or by any person or persons whomsoever and that the undersigned has good right to sell, assign, transfer and set over the same and to grant to and confer upon the mortgagee the rights, interests, powers and/or authorities herein granted and conferred.

4. That during the life of these presents and also during any proceedings brought to enforce the mortgage the undersigned will not remove or cause to be removed from the premises any of the furniture and will not look to the mortgagee for any damage to the same.

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Notary Public

*Elaine Siros*

The foregoing instrument was acknowledged before me this 20th day of August, 1986, by Robert A. Dutton, Secretary of SIERRA CAPITAL REALTY TRUST IV.

STATE OF CALIFORNIA  
SAN FRANCISCO COUNTY

(Acknowledgment)

(Husband and wife, if any, of each of the "undersigned" must sign above.)  
-----  
(L.S.)  
-----  
(L.S.)  
-----  
(L.S.)  
-----  
(L.S.)  
-----  
(L.S.)

(Corporate Seal)

*Henry J. ...*  
In the presence of

BY: *Robert A. Dutton*  
Secretary  
Corporation  
SIERRA CAPITAL REALTY TRUST IV, A California

EXECUTED AT San Francisco, California, this 20th day of August, A. D. 1986.

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5. That in the event the premises or furniture or any part of either are now or hereafter used or occupied by the undersigned or any of us as a homestead or otherwise, the undersigned will pay to the mortgagee upon its written demand such sum per month as in the opinion of the mortgagee is reasonable rent for the premises or furniture so used or occupied, to be applied by the mortgagee as hereinafter provided, and upon demand made by the mortgagee will vacate the premises and/or surrender such furniture to the mortgagee or its substitute or substitutes.

6. That these presents shall in no way operate to prevent the mortgagee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the mortgage and/or the note or bond secured thereby and/or any extension of either.

The undersigned for the consideration aforesaid hereby ratifies and confirms all that the mortgagee may have done under any previous assignment of rents and/or in connection with the premises and/or the mortgage and agrees that words importing the singular number may extend and be applied to several persons or things, that words importing the plural number may include the singular and that words importing the masculine gender may include the feminine and neuter.

Anything herein to the contrary notwithstanding, it is understood and agreed that the consideration for this Assignment of Rents is also the making by the Mortgagee of the loan secured by said mortgage, that this Assignment of Rents shall not be exercised until and unless a default shall occur in the payment of interest or principal due under said note or bond or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing said note or bond or the debt secured or evidenced thereby or by any extension thereof and that nothing herein contained shall be deemed to affect or impair any right which the mortgagee may have under said note or bond or mortgage or any other instrument herein mentioned.

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of said premises to pay all unpaid rental agreed upon in each tenancy to the said mortgagee upon receipt of demand from said mortgagee to so pay the same.

Schedule A

REAL PROPERTY DESCRIPTION

Lot 14 (except the East 621.33 feet thereof, as measured at right angle to the East Line thereof and also excepting the West 1047.0 feet of said Lot) in Bedford Industrial Park, being a Subdivision of parts of Sec. 24, T. 38 N, R. 12 E, and of Sec. 19, T. 38 N, R. 13 E of the 3rd P.M. in Cook County, Illinois.

19-19-3011-013 DM  
6834 W. 68th ST.  
BEDFORD PK. IL

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