

# UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE  
FILED FOR RECORD

ASSIGNMENT OF INTERESTS

87413350

1987 JUL 28 PM 2:56

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Chicago, Illinois JULY 13, 1987

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Know all Men by these Presents, that LaSALLE NATIONAL BANK, a National Banking Association, of Chicago, Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated NOVEMBER 8, 1979 and known as its trust number 10-36155-09 (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 THE FIRST NATIONAL BANK OF LINCOLNWOOD

13.00

(hereinafter called the Assignee)

all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now 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 hereinafter described, which said Assignor may have herebefore 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

PARCEL 1:

UNIT NUMBER S-403 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED LAND (HEREINAFTER REFERRED TO AS PARCEL): PART OF LOTS 1, 2 AND 3 LYING EASTERLY OF THE CENTER LINE OF SANDERS ROAD, OF COUNTY CLERKS DIVISION OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR MISSION HILLS CONDOMINIUM M-2, RECORDED AS DOCUMENT 23203281, AS AMENDED BY DOCUMENT 23217270, TOGETHER WITH AN UNDIVIDED PERCENT INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF) IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

PARKING EASEMENTS OVER PARKING SPACE NUMBER G-43-S AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR MISSION HILLS CONDOMINIUM M-2, AS PROVIDED FOR IN SAID DECLARATION, AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 43412 TO NANCY RAUS DATED APRIL 20, 1976 AND RECORDED JUNE 29, 1976 AS DOCUMENT 23539064 IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED AUGUST 8, 1973 AND RECORDED AUGUST 8, 1973 AS DOCUMENT 22431171, AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 43413 TO NANCY RAUS DATED APRIL 20, 1976 AND RECORDED JUNE 29, 1976 AS DOCUMENT 23539064 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THROUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

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This instrument shall be assignable by assignee, 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 Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce 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 rights under the terms hereof but said Assignee or the agents, attorneys, 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 hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The release of the Trust Deed or Mortgage securing said note shall *ipso facto* operate as a release of this instrument.

THIS ASSIGNMENT OF RENTS, is executed by LaSalle National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of LaSalle National Bank personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as LaSalle National Bank, personally, is concerned, the Assignee hereunder or the legal holder or holder of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, said party of the first part as Trustee as aforesaid and not personally has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Asst. Vice President and attested by its Assistant Secretary the day and year first above written.

LaSALLE NATIONAL BANK, As Trustee as aforesaid, and not personally

By [Signature] Asst. Vice President

Attest [Signature] Assistant Secretary

Marla Framarin

STATE OF ILLINOIS }  
COUNTY OF COOK }

SS.

a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Corinne Bek Asst. Vice President—of LaSALLE NATIONAL BANK, and Clifford Scott-Rudnick

Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst.

Vice President and Assistant Secretary respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the Said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank, to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22

day of July, 19 87

Marla Framarin  
Notary Public

My Commission Expires April 28, 1990

My commission expires: \_\_\_\_\_

87413350

Box No. \_\_\_\_\_

## Assignment of Rents

LaSALLE NATIONAL BANK

as Trustee

TO

MAIL TO: CHARLES A. GREENSTEIN, V.P.  
THE FIRST NATIONAL BANK OF  
LINCOLNWOOD  
6401 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60645  
(GOLDMAN)  
BOX 333 - TH

LaSALLE NATIONAL BANK  
135 SOUTH LaSALLE STREET  
CHICAGO, ILLINOIS 60690

the balance, if any, to the Assignor.  
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) 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 (1) interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein  
aforesaid to the payment of the following items in such order as said Assignee deems fit:  
done in good faith in pursuance of the rights and powers of Assignee hereunder, the Assignee shall apply any and all moneys arising as such further sums as may be sufficient to indemnify the Assignee against any liability, loss, or damage on account of any matter or thing 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 assessments, repairs, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, income of the property and any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, on the business thereof as the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and 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 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 premises as may seem just, and may insure and reinsure 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 necessary or proper repairs, renewals, replacements, additions, betterments, and improvements to the said real estate and premises hereinafter described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinafter described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinafter estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition, token, and may, with 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 accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage, or are declared to be due in 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 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 terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the all other costs and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage have been fully paid. 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 as Trustee or Mortgagee dated JULY 13, 1987

Certain loan secured by Mortgage or Trust Deed to CHICAGO TITLE AND TRUST COMPANY

\_\_\_\_\_ Dollars, and interest upon a

This instrument is given to secure payment of the principal sum of FIFTY THOUSAND AND 00/100

Street Address 1671 E. MISSION HILLS/403C NORTHBROOK, ILLINOIS 60062

Permanent Real Estate Index No. 04-15-200-015-1091

87413350

Box No. \_\_\_\_\_

0760 87413350

# Assignment of Rents

LASALLE NATIONAL BANK

as Trustee

TO

# UNOFFICIAL COPY

MAIL TO:

CHARLES A. GREENSTEIN, V.P.  
THE FIRST NATIONAL BANK OF  
LINCOLNWOOD  
6401 N. LINCOLN AVENUE  
LINCOLNWOOD, IL 60645

(GOLDMAN)  
BOX 333 - TH F

LASALLE NATIONAL BANK  
135 SOUTH LASALLE STREET  
CHICAGO, ILLINOIS 60690

Form 8046 AP

My Commission Expires April 28, 1990  
My commission expires: \_\_\_\_\_

Notary Public

day of July 19 87  
Given under my hand and Notarial Seal this \_\_\_\_\_

Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

names are subscribed to the foregoing instrument as such Assistant Secretary of said Bank personally known to me to be the same persons whose

NATIONAL BANK, and Jefford Scott-Rudnick THAT Asst. Corinne Bek Vice President of LASALLE

STATE OF ILLINOIS } COUNTY OF COOK } SS

a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, Marla Trammitt

By Asst. Vice President LASALLE NATIONAL BANK, As Trustee as aforesaid, and not personally  
Attest Asst. Assistant Secretary

IN WITNESS WHEREOF, said party of the first part as Trustee as aforesaid and not personally has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its Asst. Vice President and attested by its Assistant Secretary the day and year first above written.

THIS ASSIGNMENT OF RENTS, is executed by Lasalle National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Lasalle National Bank personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Lasalle National Bank, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument. This instrument shall be assignable by Assignee, 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 Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce 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 rights under the terms hereof but said Assignee or the agents, attorneys, 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 hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

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