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Trust No. 190

ASSIGNMENT OF RENTS

\$16.00

This Assignment of Rents is made this 28th day of July, 1987, by and between BROOKFIELD FEDERAL BANK FOR SAVINGS, as Trustee under Trust Agreement dated July 28, 1987, and known as Trust No. 190 with a mailing address at 9009 Ogden Avenue, Brookfield, Illinois 60513 (hereinafter referred to as the "Trustee") and BROOKFIELD FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of the United States of America having its principal office at 9009 Ogden Avenue, Brookfield, Illinois 60513 (hereinafter referred to as "Lender"):

PRELIMINARY CONSIDERATIONS

The Trustee has executed a mortgage of even date herewith to Lender, conveying the real estate legally described as:

LOTS 96 AND 97 AND THE NORTH 5 FEET OF LOT 98 IN GEORGE F. NIXON AND COMPANY'S WESTCHESTER, IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

and given to secure a note of the Trustee in the principal sum of TWO HUNDRED THREE THOUSAND TWO HUNDRED DOLLARS (\$203,200.00) and Lender is the legal owner of the note and said mortgage; and

The Trustee is desirous of further securing the mortgage in the indebtedness now due and to become due to the Lender secured by the mortgage or otherwise.

OBLIGATIONS OF THE PARTIES

The Trustee, for and in consideration of the loan by Lender and the mutual agreements herein contained and as further and additional security to the Lender, and in consideration of the sum of ten and no/100 dollars (\$10.00) and other good and valuable consideration, to the Trustee in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign and transfer unto the Lender all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Lender under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements and all the avails thereof, to the Lender, and the Trustee does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead

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(with or without taking possession of the aforesaid premises), to rent, lease, or let all or any portion of said premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Lender would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

The Trustee represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above-described premises for more than two (2) installments in advance and that the payment of none of the rents to accrue for any portion of said premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Trustee. The Trustee waives any right of set off against any person in possession of any portion of the above described premises. Nothing herein contained shall be construed as constituting the Lender a "mortgagee-in-possession" in the absence of the taking of actual possession of the said premises by the Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by the Trustee. The Trustee further agrees to assign and transfer to the Lender all future leases upon all or any part of the above-described premises and to execute and deliver, immediately upon the request of the Lender, all such further assurance and assignment in the premises as the Lender shall from time to time require.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Lender shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the note secured by the above-described mortgage 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 the debt secured or evidenced thereby or by any extension thereof and nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under said note and mortgage or any other instrument herein mentioned.

In any case in which, under the provisions of the above-described mortgage, the Lender has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder,

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forthwith, upon demand of the Lender, the Trustee agrees to surrender to the Lender and the Lender shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Lender in its discretion may enter upon and take and maintain possession of all or any part of said premises, together with all the documents, books, records, papers and accounts of the Trustee or then owner of the premises relating thereto, and may exclude the Trustee, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the Trustee, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Trustee, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Trustee to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacement, alterations, additions, betterments and improvements to the above-described premises that may seem judicious, in its discretion, insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof (and to receive all such avails, rents, issues and profits).

The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said premises, and the Trustee shall and does hereby agree to indemnify and hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Lender incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands the Trustee agrees to reimburse the Lender for the amount thereof, including costs, expenses and a reasonable attorney's fee, immediately upon demand.

The Lender, in the exercise of the rights and powers conferred upon it by this Assignment of Rents, shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in

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such order as the Lender may determine:

(a) to the payment of the operating expenses of said property, including costs of management and leasing thereof (which shall include reasonable compensation to the Lender and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), establish claim for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of said premises, including the cost from time to time of placing said property in such condition as will, in the judgment of the Lender, make it readily rentable;

(d) to the payment of any indebtedness secured by the described mortgage or any deficiency which may result from any foreclosure sale.

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

It is understood and agreed that the provisions set forth in this assignment herein shall be deemed as a special remedy given to the Lender, and shall not be deemed exclusive of any of the remedies granted in the above-described mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Trustee" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns of the Trustee, and any party or parties holding title to the above-described premises by, through or under the Trustee. All of the rights, powers, privileges and immunities herein granted and assigned to the Lender shall also inure to its successors and assigns, including all holders, from time to time, of the above-described note.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the above-described mortgage, shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by the Trustee, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure

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proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless indebtedness secured by the above-described mortgage is fully satisfied before the expiration of any period of redemption.

This Assignment of Rents is executed by BROOKFIELD FEDERAL BANK FOR SAVINGS, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the Trustee, nor as any admission that the Trustee is entitled to any of the rents, issues, or profits under the trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This instrument is executed by BROOKFIELD FEDERAL BANK FOR SAVINGS, as Trustee, solely in the exercise of the authority conferred upon it as Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the Lender or holder or holders of said note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that BROOKFIELD FEDERAL BANK FOR SAVINGS, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

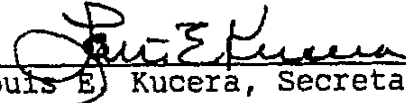
IN WITNESS WHEREOF the Trustee has hereto caused this Agreement of Rents to be executed in its name on the day and date first above written.

BROOKFIELD FEDERAL BANK FOR SAVINGS,
not personally, but as Trustee under
Trust Agreement dated July 28, 1987,
and known as Trust Number 190.

By: 

Donald S. Forst, Vice-President

ATTEST:


Louis E. Kucera, Secretary

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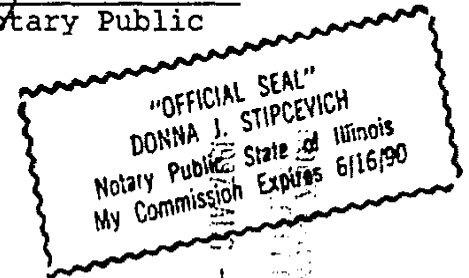
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Donna J. Stipcevich, a Notary Public in and for said County, do hereby certify that Donald S. Forst, Vice-President of BROOKFIELD FEDERAL BANK FOR SAVINGS, and Louis E. Kucera, Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the Corporate Seal of said Bank, did affix the 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, as Trustee as aforesaid for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of July, 1987.

Donna J. Stipcevich
Donna J. Stipcevich, Notary Public

My Commission Expires: June 16, 1990



This instrument prepared by:
Ian McMillan
Attorney at Law
17W240 22nd Street
Oakbrook Terrace, Illinois 60181

Mail to:

Chicago Title Insurance Company
111 West Washington Street
Chicago, Illinois 60602

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