

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

87485243

71-29-7900 (2)

The undersigned Heritage Bremen Bank & Trust Company, as Trustee u/t/a dated April 30, 1987 a/k/a TR #87-2987

In consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns and transfers to

Heritage Bremen Bank & Trust Company
all rents, earnings, income and avails from the real estate described as follows:

(1) Trustee
(2) Trustee

13-00

THE NORTH 100 FEET OF THE SOUTH 300 FEET OF THAT PART OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF SAID SOUTH EAST 1/4 OF THE SOUTH WEST 1/4, AND RUNNING THENCE WEST ALONG THE SOUTH LINE THEREOF, 316.50 FEET; THENCE NORTH 880.0 FEET TO A POINT BEING 316.37 FEET WEST OF THE EAST LINE OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4; THENCE EAST PARALLEL WITH THE SOUTH LINE OF THE SOUTH EAST 1/4 OF THE SOUTH WEST 1/4, 316.37 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE SAID SOUTH EAST 1/4 OF THE SOUTH WEST 1/4, 880.0 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE EAST 50 FEET THEREOF DEDICATED FOR PUBLIC STREET BY PLAT OF DEDICATION RECORDED JUNE 23, 1981 AS DOCUMENT 25914111, IN COOK COUNTY, ILLINOIS.

PERM TAX NO. 28-19-300-019-0000

CRA: 16450 S. OAK PARK AVE

Mail To
THIS DOCUMENT PREPARED BY:
DORIS VASECKA FOR
HERITAGE BREMEN BANK & TRUST CO.
17500 S. OAK PARK AVENUE
TINLEY PARK, ILLINOIS 60477

BOX 333 - WJ

now due or which may hereafter become due by virtue of any and all agreements or leases for the use or occupancy of said premises, or any part thereof, or to any deposits received in connection with letting of the same. It is agreed that such transfer and assignment shall be absolute.

Said assignment is given as additional security to secure the payment of the principal sum and interest upon a loan for \$ 490,000.00 secured by a (1) Trust Deed dated August 26, 1987, conveying the aforesaid described premises, and which assignment shall remain in full force and effect until said loan, interest and other costs and charges provided shall be fully paid.

The within assignment shall not become operative until a default shall occur in the payment of the principal or interest or in the performance of the terms and obligations contained in said (1) Trust Deed, and in the obligation secured thereby.

In the event of a default as aforesaid, the undersigned agrees: the (2) Trustee, its agents or servants, may take possession of said real estate and hold, manage and control the same and the improvements thereon; make necessary repairs, replacements, alterations and improvements to said real estate as the (2) Trustee in its sole discretion may deem fit and necessary; may insure and reinsure said premises, lease and rent the same or any part thereof for such terms on such terms as their or its agents shall see fit; and to collect and hold all rents, income and earnings derived from said premises, including deposits made and to be made, and which shall be applied in the sole discretion of the (2) Trustee in payment or on account of:

(1) Expenses of operating, maintaining, repairing, making replacements and alterations, the payment of taxes and assessments, insurance, and reasonable compensation for the services rendered by the (2) Trustee, its attorneys, agents, servants or other persons employed for services in connection with the maintenance, operations and management of said premises; and such other sums as may be required to indemnify (3) Trustee against any liability, loss or damage on account of any act done in good faith pursuant to the rights and powers granted hereunder.

(2) Interest, principal or other charges which have or may become due, from time to time, under the terms of the obligation secured by said (1) Trust Deed, without prejudice of the right to enforce any and all remedies which they have by reason of any default as aforesaid.

(3) Any deficiency which may be decreed against the undersigned in favor of the (2) Trustee

and when all of the aforesaid payments and disbursements have been made, any remaining surplus shall be paid to the undersigned.

The within assignment may be assigned, and all the provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In the event of a default the within assignment shall remain in full force and effect until any period of redemption following a sale in foreclosure proceedings has expired. A release of the (1) Trust Deed securing said obligation shall operate as a release of the within instrument.

In Witness Whereof, the undersigned has day of August 19 87.

executed the within Assignment this 26th
Heritage Bremen Bank & Trust Co. not personally
but as Trustee under Trust #87-2987 dated
April 30, 1987

Dorothy Vasecka
Asst. Vice President
Attest: *James P. Sullivan*

(1) "Mortgage" or "Trust"
(2) "Mortgage" or "Trust Deed"
(3) "Mortgage" or "Trustee"

IFR ATTACHED HERETO IS EXPRESSLY MADE A PART HEREOF:

(OVER)

87485243

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 SEP -3 AM 11: 30

87485243

State of Illinois, }
COUNTY OF COOK } ss.

_____ the undersigned _____

A NOTARY PUBLIC, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Darlene Donahue, Assistant Vice President Trust Officer of the BREMEN BANK AND TRUST COMPANY, and Jean P. Fulton,

Assistant Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Jean P. Fulton Trust Officer 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 Corporation, 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 Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of August 1987.

Judith J. [Signature]
Notary Public
1/26/03

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representation, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding only the portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Heritage Bremen Bank & Trust Company under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained either expressed or implied, all such personal liability, if any, being expressly waived and released.

Heritage Bremen Bank & Trust Company,
not personally but as Trustee under Trust
No. 87-2987 Dated April 30, 1987

BY *Darlene D. [Signature]*
Asst. Vice President

Attest: *Paul P. [Signature]*
Assistant Secretary

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