

UNOFFICIAL COPY

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Notary Public

1987 JUN 14 AM 11:34
COOK COUNTY CLERK
JAMES J. STONNOLLO

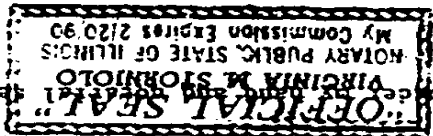
Given under my hand and notarial seal, this _____ day of _____ 19____

act of said Company _____ for the uses and purposes therein set forth.
Instrument as _____ own free and voluntary act and as the free and voluntary
seal of said Company, did affix the corporate seal of said Company to said
and there acknowledged that _____ as custodian of the corporate
Secretary then _____ for the uses and
and voluntary act of said company _____ for the uses and
and delivered the said instrument as their own free and voluntary act and as the free
respectively appeared before me this day in person and acknowledged that they signed
the foregoing instrument as such _____ President and _____ Secretary,
Company, personally known to me to be the same persons whose names are subscribed to
and _____ Secretary of said
State aforesaid, do hereby certify that _____ President of the

State of _____ County of _____

Notary Public

James J. Stonnollo
Notary Public



Given under my hand and notarial seal, this _____ day of _____ 19____

voluntary act, for the use and purposes therein set forth.
signed, sealed and delivered the said instrument as _____ free and
foregoing instrument, appeared before me this day in person and acknowledged that
personally known to me to be the same person _____ whose name _____ subscribed to the
I, _____ the State aforesaid, do hereby certify that DOMINICK DI NATALE & MARIE DI NATALE, HIS WIFE
a Notary Public in and for said County, in

COURT OF COOK
STATE OF ILLINOIS
(SS.)

DOMINICK DI NATALE
N/K/A DOMINIC DINATALE

MARIE DI NATALE
N/K/A MARIA DINATALE
(SEAL)

James J. Stonnollo
(SEAL)
day of _____ 1987

Dated this _____ day of _____ 1987

refer to each and all of the signers.
and severally, I shall hereunder and the term "the undersigned" shall be taken to
If this instrument is signed by more than one person, all signers shall be jointly

heirs, executors, administrators, successors and assigns of the undersigned.
discretions given hereunder to the Bank. This instrument shall be binding upon the
and interest hereunder to the holder or transferee of said Note, which thereupon
shall have and may exercise all the rights, powers, privileges, immunities and

If the Bank shall negotiate or transfer said Note, it may assign all its right, title
and interest hereunder to the holder or transferee of said Note, which thereupon
shall have and may exercise all the rights, powers, privileges, immunities and
discretions given hereunder to the Bank. This instrument shall be binding upon the
heirs, executors, administrators, successors and assigns of the undersigned.
If this instrument is signed by more than one person, all signers shall be jointly
and severally, I shall hereunder and the term "the undersigned" shall be taken to
refer to each and all of the signers.
In the event of any default under said Note or said Trust Deed or this Assignment, the
Bank shall have the right (but not the duty) to take whatever steps it may deem
necessary, desirable or convenient to enforce or realize upon this Assignment and upon
any additional instruments that may be given pursuant hereto. The Bank may in its
discretion, in the names of the undersigned or otherwise, enforce performance of the
covenants of the lessee or lessees under said lease or leases, and the obligations
of the tenant or tenants of said real estate, including covenants and obligations for
payment of rent, but the Bank shall not be responsible for the performance of any of
the covenants of the lessor or lessors of the lessees in said lease or leases or for
the performance of any of the obligations of the landlord, not for the collection of
any such rents, and shall be accountable only for the rents actually received by it.
The Bank may in its sole discretion apply any part or all of the rents collected by
it on account of the interest or principal, or both, of said Note or on account of any
expenses relating to said real estate which the holder of said Note is authorized or
privileged to pay by the provisions of said Trust Deed.

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THIS IS A CONSTRUCTION LOAN

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LOAN# 11118201 N 10

LEASE AND RENT ASSIGNMENT

14⁰⁰

For the purpose of further securing the Note dated June 4, 1987 made by DOMINICK DI NATALE AND MARIE DI NATALE, HIS WIFE and payable to PARKWAY BANK AND TRUST COMPANY in the

principal amount of -----TWO HUNDRED SIXTY FOUR THOUSAND DOLLARS AND NO/00----- \$264,000.90-----

secured by Trust Deed/Mortgage bearing even date with said Note, whereby, conveyed to Parkway Bank and Trust Company, as Trustee, the following described Real Estate:

Lot 38 in the Glen of South Barrington, Unit Three, being a subdivision of part of the Northeast quarter of Section 35, Township 42 North, Range 9 East of the Third Principal Meridian in Barrington Township, Cook County, Illinois. Real Estate Index No. 01-35-200-004

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PARCEL 2: GRANT OF EASEMENT DATED OCTOBER 30, 1986 AND RECORDED DECEMBER 2, 1986 AS DOCUMENT 86514085 AND RECORDED JANUARY 20, 1987 AS DOCUMENT 87034179 MADE BY THE GLEN OF SOUTH BARRINGTON PROPERTY OWNERS' ASSOCIATION AND RIDGEWAY ENTERPRISES, INC., A CORPORATION OF ILLINOIS AND WILLIAM R. ROSE FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARTS OF THE NORTH EAST 1/4 AND THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 09 EAST OF THE THIRD PRINCIPAL MERIDIAN: VACATED BLANCHARD CIRCLE, AS SAID STREET IS SHOWN ON THE PLAT OF THE GLEN OF SOUTH BARRINGTON UNIT TWO RECORDED FEBRUARY 11, 1982 AS DOCUMENT 261428791; VACATED ROSE BOULEVARD, AS SAID STREET IS SHOWN ON SAID PLAT ON THE GLEN OF SOUTH BARRINGTON UNIT TWO, AND ON THE PLAT OF THE GLEN OF SOUTH BARRINGTON RECORDED APRIL 7, 1978 AS DOCUMENT NO. 243939931; ROSE BOULEVARD, A PRIVATE ROAD, SHOWN ON THE PLAT OF THE GLEN OF SOUTH BARRINGTON, UNIT THREE, RECORDED OCTOBER 1986 AS DOCUMENT 865399061; COREY DRIVE, AS SAID PRIVATE ROAD IS SHOWN ON THE SAID PLAT OF THE GLEN OF SOUTH BARRINGTON, UNIT THREE; VACATED GREGORY LANE, AS SAID STREET IS SHOWN ON SAID PLAT OF THE GLEN OF SOUTH BARRINGTON; VACATED LAKE ADALYN DRIVE, AS SAID STREET IS SHOWN ON SAID PLAT OF THE GLEN OF SOUTH BARRINGTON; LAKE ADALYN DRIVE, A PRIVATE ROAD SHOWN ON THE PLAT OF THE GLEN OF SOUTH BARRINGTON UNIT SIX RECORDED OCTOBER 11, 1986 AS DOCUMENT 852324411; AMBROSE LANE, A PRIVATE ROAD SHOWN ON SAID PLAT OF THE GLEN OF SOUTH BARRINGTON UNIT SIX; ALL IN COOK COUNTY, ILLINOIS; TOGETHER WITH ANY AND ALL STREETS, THOROUGHFARES AND ROADWAYS NOW EXISTING OR HEREAFTER CONSTRUCTED IN THE GLEN OF SOUTH BARRINGTON, THE GLEN OF SOUTH BARRINGTON UNIT TWO, AND THE GLEN OF SOUTH BARRINGTON UNIT SIX, WHICH ARE 'COMMON AREAS' UNDER THE GLEN OF SOUTH BARRINGTON DECLARATION OF RESTRICTIONS AND COVENANTS RECORDED APRIL 7, 1978 AS DOCUMENT 24393997, AS AMENDED BY INSTRUMENT RECORDED SEPTEMBER 2, 1983 AS DOCUMENT 26761224, BY SUPPLEMENTAL DECLARATION RECORDED OCTOBER 27, 1983 AS DOCUMENT 26839799 FOR THE BENEFIT OF THE FOLLOWING DESCRIBED LANDS: LOTS 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40 AND 41 IN THE GLEN OF SOUTH BARRINGTON UNIT THREE, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 09 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON OCTOBER 29, 1986 AS DOCUMENT NO. 86509907.

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and in con called the assign, tra the undersi existing wi

together wi all other r undersigned there shall no installm due date. ness secure

The undersi indebtednes furnish to the Bank su convenient and all lea or any part thereof and as assignee of said real estate.

Until the Bank shall notify the lessee or leases under said lease or leases and tenant or tenants of said real estate that there has been a default under said note or said trust deed or this assignment, such lessee or lessees and tenant or tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no installment of rent shall ever be paid to the undersigned in advance of its due date.

BOX 333 - GG Z

Mail to: PARKWAY BANK & TRUST CO. 4800 N. HARLEM AVE. HARWOOD HEIGHTS, IL. 60656 BOX 282

THIS INSTRUMENT PREPARED BY B. H. SCHREIBER 4800 NORTH HARLEM AVENUE HARWOOD HEIGHTS, IL 60656

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UNOFFICIAL COPY

4800 N. WASHINGTON AVE.
HARMWOOD HEIGHTS, ILL. 60636
BOX 282
FARMWAY BANK & TRUST CO.
THIS INSTRUMENT PREPARED BY
B. H. SCHREIBER
4800 N. WASHINGTON AVE.
HARMWOOD HEIGHTS, ILL. 60636

BOX 333-CG Z

Until the Bank shall notify the lessee or leases under said lease or leases and tenant or tenants of said real estate that there has been a default under said note or said trust deed or this assignment, such lessee or lessees and tenant or tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no installment of rent shall ever be paid to the undersigned in advance of its due date.

The undersigned does further hereby covenant and agree with the Bank that until said indebtedness has been paid in full the undersigned upon the Bank's request will furnish to it true copies of all of said leases and will make, sign and deliver to the Bank such other and additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any arising out of said real estate.

Together with all rents accrued and to accrue under each and all of said leases and all other rents at any time arising out of said real estate; hereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said note or said trust deed or this assignment, but no installment of rent shall ever be collected by the undersigned in advance of its due date. This assignment shall remain in full force and effect until all indebtedness secured by said trust deed has been paid in full.

and in consideration of the making by PARKWAY BANK AND TRUST COMPANY, (hereinafter called the "Bank"), of the loan evidenced by said note, the undersigned does hereby assign, transfer and set over unto the Bank all the right, title and interest of the undersigned in, to and under all leases of any and every kind now or hereafter existing with respect to said real estate or any part thereof;

W. B. ...

For the pur
made by DE
to PARKWAY
Principal a
secured by
to Parkway

LOAN# 11118201 N
TH

St. Charles, Illinois and Macou
County, Illinois

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In the event of any default under said Note or said Trust Deed or this Assignment, the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the names of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under said lease or leases, and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, but the Bank shall not be responsible for the performance of any of the covenants of the lessor or lessors of the lessees in said lease or leases or for the performance of any of the obligations of the landlord, not for the collection of any such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal, or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Trust Deed.

If the Bank shall negotiate or transfer said Note, it may assign all its right, title and interest hereunder to the holder or transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the term "the undersigned" shall be taken to refer to each and all of the signers.

Dated this 4th day of JUNE, 1987

Dominick Di Natale (SEAL) *Marie D. Natale* (SEAL)
DOMINICK DI NATALE MARIE DI NATALE
Dominick Di Natale (SEAL) *Marie D. Natale* (SEAL)
A/K/A DOMINIC DINATALE A/K/A MARIA DINATALE

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DOMINICK DI NATALE & MARIE DI NATALE, HIS WIFE personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that THEY signed, sealed and delivered the said instrument as free and voluntary act, for the use and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of June, 19 87



Virginia M. Storniole
Notary Public

State of _____ County of _____

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, President of the _____ and _____, Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President and _____ 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 company _____, for the uses and purposes therein set forth, and the said _____ Secretary then and there acknowledged that _____, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Company _____ for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____ 19 _____

COOK COUNTY, ILLINOIS
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1987 JUL 14 AM 11:34

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Notary Public

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 SEP 29 AM 11: 54

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Property of Cook County Clerk's Office

THIS ASSIGNMENT OF RIGHTS IS BEING RE-RECORDED AND REACKNOWLEDGED TO CORRECT THE LEGAL DESCRIPTION AND TO CORRECT THE NAMES OF THE PARTIES IN IT.

STATE OF ILLINOIS,

County of COOK

I, the undersigned,

SS.

a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY

THAT Dominick Dinatale and Dominic Dinatale and Marie Dinatale a/k/a Marie Dinatale, his wife,

who he personally known to me to be the person he whose name he subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notary Seal this

4th

day of

September,

19 87.

Notarial Seal

Paula Sparta
Notary Public

Property of Cook County

Office