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(FIRST CITY gt #8 - 9/29/87)

875553005 5 3 0 0

\$18.00

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, HARRIS TRUST AND SAVINGS BANK, an Illinois Banking corporation, not individually, but solely as Trustee under Trust Agreement dated January 15, 1981 and known as Trust No. 40982, the owner of the premises described on Exhibit A attached hereto and TIFFANY COURTS APARTMENTS, by MCGOUGH MANAGEMENT, INC., Lessor under the Leases described herein, (collectively referred to as "Assignor") does hereby in consideration of the Premises and ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, sell, assign, transfer and set over unto BANKERS MUTUAL LIFE INSURANCE COMPANY, a corporation of Illinois (hereinafter "Assignee") for the use and benefit of the holder or holders and owner or owners of the note secured by the Mortgage made by Assignor to Assignee on September 30, 1987, and recorded in the Recorder's Office of Cook County, Illinois, all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or verbal, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by Assignee under the power hereby granted and all the rents, issues and profits now due or which may hereafter become due through the

71-18-318 D3

Letter 1305023

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mail to:

THIS INSTRUMENT WAS PREPARED BY:

James P. Ziegler, Esq.
 STONE, POGRUND, KOREY & SPAGAT
 221 North LaSalle Street, #2800
 Chicago, IL 60601

Box 25

4102 Inland Drive
 Wheeling, Illinois
 03-12-300-071-1001 thru
 - 1006

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use or occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby appoint irrevocably Assignee true and lawful agent in its name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or verbal, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures legal or equitable, as in the discretion of Assignee may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises, and to operate and manage said premises, through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine, on account of the following:

1. Expenses and attorney's fees incurred by said Assignee in connection with the execution of this Agreement or which may hereafter, from time to time, be so incurred in connection therewith.

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2. Expenses, incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee or such agent or agents as it may retain.
3. Taxes and assessments levied against said premises;
4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above described and the note or notes secured thereby, without prejudice to the right of the trustee/mortgagee or the holder or holders and owner or owners of any of the note or notes secured thereby to enforce any remedy or remedies which it or they may have by reason of the default now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the note or notes secured thereby.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this assignment of rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said note or notes and after expiration of any applicable grace periods. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the note or notes secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the assignee named herein.

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This instrument is executed by HARRIS TRUST AND SAVINGS BANK of Chicago, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said HARRIS TRUST AND SAVINGS BANK hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the undersigned, or any beneficiary of the undersigned, personally, to pay rent or otherwise perform the obligations of any lease or personally to pay the said note or any interest that may accrue thereon, or to perform any covenant either express or implied herein, or in said note or Mortgage contained.

TIFFANY COURT APARTMENTS,
 MC GOUGH
 MANAGEMENT,
 INC.

IN WITNESS WHEREOF, the said HARRIS TRUST AND SAVINGS BANK and MCGOUGH MANAGEMENT, INC. have caused this instrument to be signed in their names and behalf by their VIC President and attested to by their _____ and their corporate seals to be herunto affixed, on the 30th day of September, 1987.

HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid

By: [Signature]

TIFFANY COURT APARTMENTS, by
 MCGOUGH MANAGEMENT, INC.

By: _____

ATTEST:

[Signature]

 PUBLIC ADMINISTRATOR

ATTEST:

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This instrument is executed by HARRIS TRUST AND SAVINGS BANK of Chicago, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said HARRIS TRUST AND SAVINGS BANK hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the undersigned, or any beneficiary of the undersigned, personally, to pay rent or otherwise perform the obligations of any lease or personally to pay the said note or any interest that may accrue thereon, or to perform any covenant either express or implied herein, or in said note or Mortgage contained.

TIFFANY COURT APARTMENTS,
 or any beneficiary of
 MC GOUGH
 MANAGEMENT,
 INC.

IN WITNESS WHEREOF, the said HARRIS TRUST AND SAVINGS BANK and MCGOUGH MANAGEMENT, INC. have caused this instrument to be signed in their names and behalf by their _____ President and attested to by their _____ and their corporate seals to be hereunto affixed, on the _____ day of _____, 19____.

HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid

By: _____

ATTEST:

William K. [Signature]

TIFFANY COURT APARTMENTS, by
 MCGOUGH MANAGEMENT, INC.

By: [Signature]

ATTEST:

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

STATE OF ILLINOIS

COUNTY OF COOK

1987^{SS} OCT 14 PM 2:27

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I, Catherine Murphy, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that JAMES J. PERNER VICE PRESIDENT of HARRIS TRUST AND SAVINGS BANK and KENNETH E. PIEKUT Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 as Trustee as aforesaid, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank, said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 14 day of Oct, A.D., 1987

Catherine Murphy
Notary Public

My Commission Expires:
My Commission Expires March 6, 1988

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STATE OF ILLINOIS

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COUNTY OF COOK

I, CHEVEL SHARPE, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that RICHARD J. MCGOUGH of MCGOUGH MANAGEMENT, INC., and WILLIAM B. BICHE of said Corporation, 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 Corporation, as aforesaid, for the uses and purposes therein set forth, and the SECRETARY did also then and there acknowledge that he as custodian of the corporate seal of said Corporation, for the uses and purposes therein set forth:

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 7th day of OCTOBER, A.D., 1987

Carol A. Sharpe
Notary Public

My Commission Expires:
JUNE 30, 1989

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COOK COUNTY CLERK'S OFFICE
JAN 10 2011 10:10 AM
CLERK'S OFFICE

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LEGAL DESCRIPTION

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PARCEL 1:

UNIT NOS. 8A TO 8F IN SPREADING OAKS CONDOMINIUM BUILDING NUMBER 8, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 IN HENRY GRANDT AND OTHERS SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT 7790590 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 805.72 FEET EAST AND 228.56 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1, AS MEASURED ALONG THE SOUTH LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO (THE SOUTH SAID LOT 1 HAVING AN ASSUMED BEARING OF DUE EAST-WEST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 01 DEGREE 04 MINUTES 00 SECONDS EAST, 69.75 FEET; THENCE SOUTH 08 DEGREE 56 MINUTES 00 SECONDS EAST, 42.73 FEET; THENCE SOUTH 81 DEGREE 04 MINUTES 00 SECONDS WEST, 56.75 FEET; THENCE NORTH 08 DEGREE 56 MINUTES 00 SECONDS WEST, 32.15 FEET; THENCE SOUTH 81 DEGREE 04 MINUTES 00 SECONDS WEST, 12.00 FEET; THENCE NORTH 08 DEGREE 56 MINUTES 00 SECONDS WEST, 10.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25057413 AND AS AMENDED BY DOCUMENT NUMBER 25880160 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

ALSO

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY DEED FROM HARRIS TRUST AND SAVINGS BANK AS TRUSTEE KNOWN AS TRUST NO. 0554 TO KENNETH E. PICKUT DATED MARCH 19, 1981 AND RECORDED MARCH 26, 1981 AS DOCUMENT 25019113 INCORPORATING THE TERMS AND PROVISIONS OF THAT CERTAIN 'AGREEMENT' TO PROVIDE PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT 25806847 AND EXECUTED BY HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 29, 1980 AND KNOWN AS TRUST NUMBER 40667, LESSEE UNDER THE TERMS AND PROVISIONS OF 'LEASE AGREEMENT' DATED MARCH 1, 1981 AND EVIDENCED BY MEMORANDUM OF LEASE RECORDED MARCH 16, 1981 AS DOCUMENT 25806846, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE EASEMENT AGREEMENT DATED SEPTEMBER 1, 1978 MADE BY AND BETWEEN HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 10, 1977 AND KNOWN AS TRUST NUMBER 38086 AND WHEELING TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 21, 1968 AND KNOWN AS TRUST NOS. 651 AND 632, AND RECORDED OCTOBER 12, 1978 AS DOCUMENT 24666972, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. NOS: 03-12-300-071-1001
03-12-300-071-1002
03-12-300-071-1003
03-12-300-071-1004
03-12-300-071-1005
03-12-300-071-1006
03-12-300-107-0000
03-12-300-108-0000

Commonly known as: 402 Inland Drive
building B
Wheeling, IL

EXHIBIT A

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