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LAND TRUST
UNOFFICIAL COPY
ASSIGNMENT OF RENTS

12.00

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NOW ALL MEN BY THESE PRESENTS, that FIRST NATIONAL BANK OF DES PLAINES, a corporation organized and existing as a national banking association under the laws of the United States of America not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated October 6, 1987 and known as trust number 18851885, in order to secure an indebtedness of One Million Two Hundred Forty-Eight Thousand and 00/100 Dollars (\$ 1,248,000.00), executed a mortgage of even date herewith, mortgaging to First National Bank of Des Plaines the real estate described in schedule A hereinafter following:

PARCEL 1:

19'-0" IN RENAISSANCE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF RENAISSANCE SUBDIVISION, OF PART OF THE NORTH WEST 1/4 OF SECTION 14, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH ON PLAT OF RENAISSANCE SUBDIVISION RECORDED JANUARY 6, 1975 AS DOCUMENT 22985436 AND AS AMENDED BY PLAT OF RENAISSANCE RESUBDIVISION RECORDED SEPTEMBER 28, 1977 AS DOCUMENT 24125743 AND AS CREATED BY DEED FROM FIRST NATIONAL BANK OF DES PLAINES, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 14, 1975 AND KNOWN AS TRUST NUMBER 6012410 TO EVELYN HASZ DATED JANUARY 9, 1981 AND RECORDED FEBRUARY 25, 1981 AS DOCUMENT 25785933 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

Property Address: 244 W. Court, Palatine, Illinois

Permanent Index Number: 02-14-100-067-0000

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and, whereas, said Association is the holder of said mortgage and the note secured thereby:

NOW THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporate trustee hereby assigns, transfers, and sets over unto said Association, hereinafter referred to as the Association, and its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Association and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Association to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Association shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, maintain an action of forcible entry and detainer

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and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter. This assignment of rents is executed by said corporation 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 it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said corporation, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said corporation, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President/Cashier, this 20th day of October, A.D., 1987.

ATTEST:

FIRST NATIONAL BANK OF DES PLAINES
As Trustee as aforesaid and not personally

Scott A. ...
Assistant Vice President/Cashier
Trust Officer

By Bruce ...
Assistant Vice President
Trust Officer

STATE OF ILLINOIS))
COUNTY OF COOK) SS.

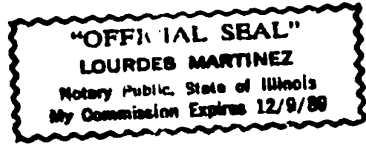
Exoneration provision restricting any liability of First National Bank of Des Plaines, either attested on COOK COUNTY, ILLINOIS FILED FOR RECORD, 1987 OCT 20 PM 9:19

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I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Vice President/Cashier of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20th day of October, A.D., 1987.

Loures Martinez
Notary Public



BOX 333-CC

MAIL TO
The First Nat Bank of Des Plaines - 701 Lee St. Des Plaines, IL 60016

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It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each month shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, maintain an action of forcible entry and detainer

It is understood and agreed that the Association will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is understood and agreed that the said Association shall have the power to use and apply said avals, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Association to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Association may do.

NOW THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporate trustee hereby assigns, transfers, and sets over unto said Association, hereinafter referred to as the Association, and its successors and assigns, all the rents, now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avals hereunder unto the Association and especially those certain leases and agreements now existing upon the property hereinabove described.

and, whereas, said Association is the holder of said mortgage and the note secured thereby:

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Ill. Notary Publics
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BOX 333 - CC

OFFICIAL SEAL
LOURDES MARTINEZ
Notary Public, State of Illinois
My Commission Expires 12/8/88

[Signature]
Notary Public

GIVEN under my hand and Notarial Seal, this 20th day of October, A.D., 1987.

I, the undersigned, a Notary Public, in and for said County in the State of Illinois, DO HEREBY CERTIFY, that the above named ~~trustee~~ Trustee and Assistant Trustee of said Bank of Des Plaines, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

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1987 OCT 20 PM 9 19

FILED FOR RECORD
Bank of Des Plaines - (ILLINOIS)
COUNTY OF COOK) SS

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STATE OF ILLINOIS)
COUNTY OF COOK) SS
Exoneration provision restricting
any liability of First National
Bank of Des Plaines, either
Trust Officer
Trust Officer

ATTEST: FIRST NATIONAL BANK OF DES PLAINES As Trustee as aforesaid and not personally

A.D., 1987 October

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President/Cashier, this 20th day of

liability of the guarantor, if any. The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter. This assignment of rents is executed by said corporation 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 it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said corporation, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said corporation, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.