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COOK COUNTY. ILLINUIS FILED FOR RECORD

First National Bank of Lincolnshire

1987 OUT 22 PM 2: 56

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Lead Tree! Assignment of Rents

Prepared By: Brenda Blong One Marriott Drive Lincolnshire, IL 60015

The above space for RECORDER'S USE ONLY

Lincolnshire, Illinois October 1319 87

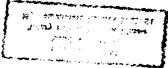
Know all men by these Pragnts, that The Cosmopolitan National Bank of Chicago, not personally but as Trustee under the

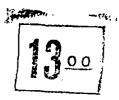
provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated _

and known as its Trust Number 25288 hereafter called Assignor, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good sed velusible considerations it? receipt and sufficiency whereafter called Assignor, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good sed velusible considerations in the called having an office and place of business in Lincolnshire, illinois, hereinafter called the Assignee, all the rents, earnings, income, issues and profits, if any, and from the real estate and premises hereinafter described, which are now due and may become due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the lead astate and premises hereinafter described, which said Assignor may have hereinformed or or any agreement for the use or occupancy of any part of the lead astate and premises hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits there inder, unto the Assignee herein, all relating to the real estate and premises situated in the County of Cook

Cook and State of Illinois, P. ill described as follows, to wit:

> SEE SCHEDULE "A" COLLAICHAL ATTACHED HERETO AND MADE A PART MEREOF





County Clarks This instrument is given to secure payment of the principal sum of SIX HUNDRED SEVENTY FIVE THOUSAND AND NO/100----

Dollars, and interest upon a certain loan secured by "ie Mortgage or Trust Deed to

First National Back of Lincolnshire as Trustee or Mortgagee dated October 13, 1987 and recorded in the Recurrer's Office or Registered in the Office of the Registere of Titles of the above named County, conveying the real estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which accrued or may hereafter accrue under said Trust Deed or Mortgage have been paid.

This assignment shall not become operative until a default exists in the payment of the principal or interest or in the performance of the terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the svent of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shell be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and may with or without force, and with or without process of law, and without any action on the part of the holders of the indebtedness secured by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Ass manage and operate the said real estate and premises, and to carry on the business thereof as the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and responsible compensation for the services of the Assignee and of the Assignee's attorneys, agents, clarks, servants, and others employed by Assignee in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to idemnify the Assignee against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

[1] Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

UNOFFICIAL COPY

	Lincolnshire, IL 60015			ΔH- 830 X O3 - •• ••		
	rriott Drive			n Recorder's Box	L ADELL (T	
See SHIM (JPP)	Hattonal Bank of I	heeling, it. MANL TO First		Pleasant Run	027	
SCRIBED PROPERTY HERE		A LESHIC INSCUIS	H'S INDEX PURPUSE:	он гие несоное	4	
Notary Public day of	L8 J	se bned yn hand ar Xedodolo			2 Isins301	
personally known to me to be going to me to be personally known as such officers acknowledged that they signed and ordinare to as the free and officers custodian of the corporate seal of y to be affixed to said instrument es and voluntary act of said Com-	ane subscribed to the for the former to a the former to the former	ily, apprated halore m strammers) أن المساسية of said Con pary for ti there acknowled spany caused he e stpo	espective delivered tary act then and said Com said of	**Control of the Control of the Cont		
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Sand State aforesaid, DO HEREBY	thlic in and for the County	dersigned, a Motary Pu	un aul 'j	OF ILLINOIS SS:	31AT2	
VICE-PRESIDENT	walki mwak	VB IzeniA	, 20) _x		
181 Bank of As Trustee	osmopolitan Nation od not personally,	O SAT		JABS STAR	СОЯРОЭ	

1N WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

THIS ASSIGNMENT OF RENTS is executed by the undersigned (rustee, not personally but as a Trustee as aloresaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, hereby werrents that it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any literast that may accrue thereon, or any indebtedness accruing herein or to be not interest that may accrue thereon, or any indebtedness accruing herein or to hereafter claiming any expressly weived by the Essignee and by every person now or hereafter claiming any expressly weived by the Essignee and by every person now or hereafter claiming any indebtedness end the owner of the said trustee personally to the said trustee personally is concerned, the legal holders of said note and the owner of owners of early indebtedness accruing herein and the countries hereby conveyed for the payment thereis a endorcement of the lien hereby conveyed for the payment thereis and in said note provided or by action to enforce the personal liability of the guaranter nerein and in said note provided or by action to enforce the personal liability of the guaranter or co-maker it any.

The release of the Trust Deed or Mortgage securing said note shall look fac to operate as a release of this instrument.

The failure of Azzignee, or any of the agents, attorneys, succezzors or azsigns of the Azzignee to enforce any of the terms, provisions and conditions of the Azzignee or the egents, attorneys, succezzors or exsigns of the Azzignee shall right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed lit.

This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respectives, administrators, legal representatives, successors and essigns of the parties hereto.

UNOFFICIAL GORY .

BUILDING 5-B

PARCEL 1

All that part lying North of the South 51.665 feet, as measured at right angles to the most Southerly line thereof, of that part of lot 1 described as follows:

commencing at the Northwest corner of said Lot 1; thence South 89 degrees 59 minutes 58 seconds East along the North line of said Lot 1 4.5.43 feet; thence due South 27.0 feet to a point for a place of Leginning of the land herein described;

thence due East, 57.0 feet; thence due South, 46.33 feet; thence due East, 15.0 feet; thence due South, 57,0 feet; thence due West, 57.0 feet; thence due West, 46.33 feet; thence due West, 15.0 feet; chence due Worth, 57.0 feet;

to the place of beginning,

all in said Lot 1 in Wheeling Park Apartments, being a subdivision of the South 165.31 feet of the South Quarter of the East Half of the North East Quarter together with the North Half of the North Half of the East Half of the South Fast Quarter of Section 15, Township 42 North, Range 11 East of the Third Principal Meridian taken as one tract, except therefrom the West 351.49 feet thereof (as measured on the North line and South lines thereof) in Cook County, Illinois

PARCEL 2

SUBJECT TO THE DECLARATION OF PROTECTIVE COVEN MTS BY GRANIOR DATED 8-28-79 , RECORDED 9-12-79 , IN THE OFFICE OF THE RECORDER OF DEEDS, CYCK CURNIY, ILLINOIS, AS DOCUMENT 25142752 , GRANIOR GRANIS TO THE GRANIEE, THEIR HEIRS AND ASSIGNS, AS EASEMENTS APPURITEANNY TO THE PROFILES HEREBY CONVEYED THE EASEMENTS CREATED BY SAID DECLARATION FOR THE BENEVIT OF THE CAMBERS OF THE PARCELS OF REALTY HEREIN DESCRIBED. GRANIOR RESERVES TO ATSELF UTS SUCCESSORS AND ASSIGNS, AS EASEMENTS APPURITENANT TO THE REMAINING PARCELS DESCRIBED IN SAID DECLARATION, THE EASEMENTS AND THIS CONVEYANCE IS SUBJECT. TO THE SAID EASEMENTS AND THE RIGHT OF THE GRANIOR TO GRANT SAID EASEMENTS IN THE CONVEYANCES AND MORTGAGES OF SAID REMAINING PARCELS, AND THE PARTIES HEREDO, FOR THEMSELVES, THEIR HEIRS, SUCCESSORS AND ASSIGNS, COVENANT TO BE DOIND BY THE COVENANTS AND AGREEMENTS IN SAID EXCUMENTS SET FORTH AS COVENANTS RUNNING WITH THE LAND.

Commonly known as 440 Pleasant Run Drive, Wheeling, Illinois 60090 Permanent Real Estate Index Number 03-15-400-020

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