

# UNOFFICIAL COPY

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The failure of assignee, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of the rights granted by this assignment. Assignee, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or

This instrument is assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of Assignors and Assignee.

Nothing contained in this assignment shall be construed as constituting Assignee as a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee pursuant to the provisions contained in this agreement. In the exercise of the powers herein granted to Assignee, no liability shall be asserted or enforced against Assignee; all claims for such liability are hereby expressly waived and released by Assignors.

- (1) To the payment of interest on the note or notes secured by the Mortgage;
- (2) To the payment of the principal of the note or notes; and
- (3) To the payment of any and all other charges secured by or created under the mortgage.

the services of Assignee and of its attorneys, agents, and others employed by it for services rendered in connection with the operation, management, and control of the Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify 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, the Assignee may apply in such order as Assignee determines any and all moneys arising therefrom:

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JAMES S. BOTTALLA  
*[Signature]*  
ALDO J. BOTTALLA  
*[Signature]*

October 15, 1987.

This Assignment has been executed at Chicago, Illinois as of

The payment of the note and release of the Mortgage shall ipso facto operate as a release of this instrument.

any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed appropriate.

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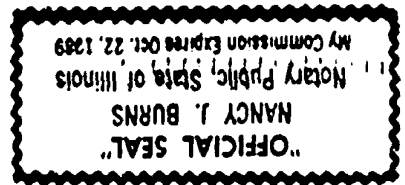
62248518

05982

Chicago, Illinois 60601  
One East Wacker Drive  
ABRAMSON & FOX  
Joseph C. Grayson

This instrument prepared by and upon recording should be returned to:

Joseph C. Grayson  
Notary Public



October, 1987

GIVEN under my hand and Notarial Seal this 15th day of

herein. own free and voluntary act, for the use and purposes set forth that they signed, sealed and delivered the said instrument as their instrument, appeared before me this day in person and acknowledged the same persons whose names are subscribed to the foregoing Bottalla and James S. Bottalla, who are personally known to me to be said County, in the State aforesaid, DO HEREBY CERTIFY that Aldo J. I, The undersigned, a Notary Public in and for

STATE OF ILLINOIS )  
( SS: )  
COUNTY OF COOK )

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Box 145  
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7-10-12-99

## EXHIBIT "A"

LOT 18, 19, 20, 21, 22 AND 23 IN BLOCK SIXTEEN (16) IN ROSE PARK, A SUBDIVISION OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

F.A.O

P.I.N. 13-13-331-032 Vol. 335 All K

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. T43333 TRAN 1848 10/29/87 11:29:00  
. #4596 # C \*-87-584229  
. COOK COUNTY RECORDER

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