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**UNOFFICIAL COPY**

FILED FOR RECORD  
KANE COUNTY, ILL.

362061875116

1987 OCT 27 PM 4:00

ASSIGNMENT OF RENTS

*Eleanor E. J...*

Loan No. \_\_\_\_\_ RECORDER

KNOW ALL MEN BY THESE PRESENTS, that JERRY L. HOOVER, a Married Person, and ROGER A. BURNIDGE, a Married Person, of the City of Elgin, County of Kane, and State of Illinois, in order to secure an indebtedness of Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00), executed a mortgage of even date herewith, mortgaging to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ELGIN, Elgin, Illinois ("Mortgagee"), the following described real estate:

PARCEL ONE:

Lots 1 and 2 in Block II of Illinois Park 2nd Addition to Elgin, in the City of Elgin, Kane County, Illinois.

PARCEL TWO:

Lot 1 (except the East 18 feet) and Lot 2 (except the West 10 feet) in Block I of Illinois Park Addition to Elgin, in the City of Elgin, Kane County, Illinois.

PARCEL THREE:

That part of the vacated alley lying Southerly of and adjoining Lots 1 and 2 in Block II of Illinois Park 2nd Addition to Elgin, in the City of Elgin, Kane County, Illinois.

PARCEL FOUR:

That part of the South 1/2 of Section 7, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of Lord's Park, being also the Northwest corner of the East 1/2 of the North West 1/4 of Section 18; thence South 88 degrees 38 minutes 00 seconds West, along the North line of Lord's Park, a distance of 4.10 feet (record and measured); thence North 02 degrees 14 minutes 23 seconds East, a distance of 397.69 feet to a point that is 156.57 feet Southerly of the Southerly right of way line of State Route 58 for the point of beginning; thence continuing North 02 degrees 14 minutes 23 seconds East, a distance of 156.57 feet to the said Southerly right of way line of State Route 58; thence South 89 degrees 03 minutes 46 seconds East, along said right of way line, a distance of 164.28 feet; thence South 02 degrees 22 minutes 27 seconds West, a distance of 161.84 feet; thence North 87 degrees 13 minutes 30 seconds West, parallel with the said Southerly right of way line of Route 58, a distance of 163.86 feet to the point of beginning, being situated in the City of Elgin, Cook County, Illinois.

Permanent Index No.:

- (Parcel One)
- (Parcel Two)
- (Parcel Three)
- 06-07-302-015-0000 (Parcel Four)

Property Address:

574 N. McLean Blvd., Elgin, IL 60123 (Parcels One-Three)  
One American Way, Elgin, IL 60120 (Parcel Four)

THIS INSTRUMENT PREPARED BY:

*R. K. Frandsen*  
Roger K. Frandsen  
80 Fountain Square Plaza  
Elgin, IL 60120

**CHICAGO TITLE INSURANCE CO.**  
Kane County Office  
Geneva, Illinois 60134  
Phone 398-3750

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COOK COUNTY

IN SENATE  
JANUARY 11, 1911  
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE  
ON THE PROGRESS OF THE SALE OF THE PUBLIC LANDS  
DURING THE YEAR 1910

Property of Cook County Clerk's Office

The following table shows the amount of land sold during the year 1910, and the amount of land remaining to be sold at the close of the year. The land sold during the year 1910 was 1,234,567 acres, and the amount of land remaining to be sold at the close of the year was 2,345,678 acres.

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COMMISSIONERS OF THE LAND OFFICE

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE ON THE PROGRESS OF THE SALE OF THE PUBLIC LANDS DURING THE YEAR 1910

COOK COUNTY CLERK'S OFFICE

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and, whereas, said Mortgagee 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 hereby assign, transfer and set over unto said Mortgagee, and/or 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 Mortgagee 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 Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee 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 name(s) of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee 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 Mortgagee, 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 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 Mortgagee may, in its own name and without any notice or demand, maintain an action of forcible entry and detainer 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 Mortgagee shall have been fully paid, at which time this Assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee 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.

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

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IN WITNESS WHEREOF, this Assignment of Rents is executed, sealed and delivered as of this 18th day of September, 1987.

Jerry L. Hoover (SEAL)  
Jerry L. Hoover

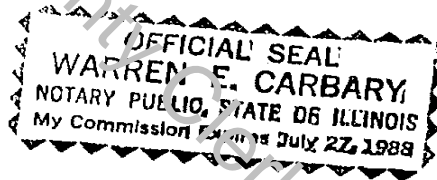
Roger A. Burnidge (SEAL)  
Roger A. Burnidge

STATE OF ILLINOIS )  
                          ) ss  
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Jerry L. Hoover, Divorced and Not Since Remarried, and Roger A. Burnidge, a Married Person, 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 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 Notarial Seal, this 18th day of September, 1987.

Warren E. Carbary  
Notary Public  
My commission expires: July 27, 1988



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COOK COUNTY, ILLINOIS  
NOTARY PUBLIC

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JAN 10 1980  
CHICAGO, ILL.

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## EXHIBIT A

TO

### ASSIGNMENT OF RENTS

#### PARCEL FIVE:

EASEMENT FOR INGRESS AND EGRESS CREATED BY DECLARATION OF EASEMENT DATED OCTOBER 5, 1987 AND RECORDED OCTOBER 6, 1987 AS DOCUMENT 87542238 MADE BY THE DUNHAM BANK, AS TRUSTEE UNDER TRUST NUMBER 1014 ON AND OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT NORTH EAST CORNER OF LORD'S PARK, BEING ALSO THE NORTH WEST CORNER OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 18; THENCE SOUTH 88 DEGREES 38 MINUTES 00 SECONDS WEST, ALONG THE NORTH LINE OF LORD'S PARK, A DISTANCE OF 4.10 FEET (RECORD AND MEASURE); THENCE NORTH 02 DEGREES 14 MINUTES 29 Seconds EAST, A DISTANCE OF 554.28 FEET (RECORD BEING NORTH 02 DEGREES 25 MINUTES EAST, 556.20 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 58; THENCE SOUTH 89 DEGREES 03 MINUTES 46 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 164.28 FEET TO POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 22 MINUTES 27 SECONDS WEST A DISTANCE OF 157.84 FEET; THENCE NORTH 87 DEGREES 13 MINUTES 30 SECONDS WEST, A DISTANCE OF 163.86 FEET; THENCE SOUTH 02 DEGREES 14 MINUTES 23 Seconds EAST, A DISTANCE OF 54.14 FEET; THENCE SOUTH 87 DEGREES 41 MINUTES 13 Seconds EAST, A DISTANCE OF 314.98 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 40 SECONDS EAST, A DISTANCE OF 51.60 FEET; THENCE NORTH 27 DEGREES 13 MINUTES 30 SECONDS WEST, A DISTANCE OF 120.35 FEET; THENCE NORTH 02 DEGREES 22 MINUTES 27 SECONDS EAST, A DISTANCE OF 162.83 FEET TO THE SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 58; THENCE NORTH 85 DEGREES 03 MINUTES 46 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 31.01 FEET, TO THE POINT OF BEGINNING. BEING SITUATED IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS AND CONTAINING 0.50 ACRES, MORE OR LESS.

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KANE COUNTY, ILL.

RECORDED

*Edward S. Ferguson*

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