

UNOFFICIAL COPY

12.00

ASSIGNMENT OF RENTS 87617681

KNOW ALL MEN BY THESE PRESENTS, that whereas,

Dennis J. Newman and Maria Newman, his wife

of the Village of Northbrook, County of Cook, and State of Illinois, in order to secure an indebtedness of Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00)

executed a mortgage of even date herewith, mortgaging to

Howard Savings And Loan Association

the following described real estate: SEE ATTACHED LEGAL DESCRIPTION:

PARCEL 1:
LOT 208 IN ANCIENT TREE UNIT NO. 1-J, BEING A RESUBDIVISION OF PART OF LOTS 1003 AND 2018 IN ANCIENT TREE UNIT NUMBER 1, BEING A SUBDIVISION OF PARTS OF THE NORTH EAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN
PARCEL 2:
EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH ON THE PLAT OF SUBDIVISION OF ANCIENT TREE UNIT NUMBER 1 RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON MAY 17, 1973 AS DOCUMENT NUMBER 22328735 AND PLAT OF SUBDIVISION OF ANCIENT TREE UNIT NUMBER 1-J RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 30, 1978 AS DOCUMENT NUMBER 24514187 AND CO-CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED MAY 1, 1974 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MAY 21, 1974 AS DOCUMENT NUMBER 22723117, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX I.D.# 04-08-370-059

PROPERTY ADDRESS: 23 Ct. Island Point Northbrook, Illinois 60062

87617681

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 Association shall be liable to account only for those rents actually received.

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 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 12th

day of November, A.D., 1987

Dennis J. Newman (SEAL) Maria Newman (SEAL)

State of Illinois }
County of Cook } ss.

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named persons 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, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal, this 12th day of November, A.D. 1987

Charllette E. Grant
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY
Doreen Trudell
1700 Milwaukee Avenue - Glenview, IL 60025

My Commission Expires 7-25-88

71-42-4455

87617681

UNOFFICIAL COPY

Assignment of Rents

Box

2317 Highland Park

Northbrook, IL 60062

TO

Mail to

HOWARD SAVINGS & LOAN ASSN.
1709 MILWAUKEE AVE.
GLENVIEW, ILLINOIS 60025

Box 333

Loan No. 11-61-7517

BOX 333-CC

Property of Cook County, Illinois

1987 NOV 18 AM 10:40

COOK COUNTY, ILLINOIS
FILED FOR RECORD

87617681

18921928

Notary Public

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____ President of _____ and _____ Secretary of said Corpora- tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru- ment 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, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that _____, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this _____ day of _____, A.D., 19 _____

STATE OF ILLINOIS }
COUNTY OF _____ }
SS. _____

Secretary

President

By _____

ATTEST

hath caused these presents to be signed by its _____ President and its corporate seal to be here- unto affixed and attested by its _____ Secretary this _____ day of _____, A.D., 19 _____

IN TESTIMONY WHEREOF, the undersigned _____

UNOFFICIAL COPY

1700 Milwaukee Avenue - Glenview, IL 60025
Dorcen Trudell

My Commission Expires 7-25-88

THIS INSTRUMENT WAS PREPARED BY

NOTARY PUBLIC

Charlotte E. Starn
A.D. 1987

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named persons 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 and delivered the release and waiver of the right of homestead, GIVEN under my hand and Notarial Seal, and purposes herein set forth, including the release and waiver of the right of homestead, GIVEN under my hand and Notarial Seal, this _____ day of _____, A.D. 1987.

State of Illinois
County of Cook

Donna Newman
Maria Newman

(SEAL) _____
(SEAL) _____

_____ day of _____, A.D. 1987.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, A.D. 1987.

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.
The undersigned 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, 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 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.

It is understood and agreed that the Association shall be liable to account only for those rents actually received.
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, 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 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.

It is understood and agreed that the said Association may do everything that the said Association may do, to do anything to 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 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 Association shall be liable to account only for those rents actually received.
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, 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 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.

_____ hereby assigns, transfers, and sets over unto _____ Howard Savings and Loan Association

_____ and _____, transferees, in and to _____

_____ and _____, transferees, in and to _____

_____ and _____, transferees, in and to _____

_____ and _____, transferees, in and to _____

_____ and _____, transferees, in and to _____

_____ and _____, transferees, in and to _____

_____ and _____, transferees, in and to _____

_____ and _____, transferees, in and to _____

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_____ and _____, transferees, in and to _____

_____ and _____, transferees, in and to _____

87617681

PROPERTY ADDRESS: 23 Ct. Island Point
Northbrook, Illinois 60062
PERMANENT TAX I.D.# 04-08-300-059

71-42-4425

12⁰⁰

UNOFFICIAL COPY

IN TESTIMONY WHEREOF, the undersigned _____

hath caused these presents to be signed by its _____ President and its corporate seal to be hereunto affixed and attested by its _____ Secretary this _____ day of _____, A.D., 19 _____

ATTEST

By _____

President

Secretary

STATE OF ILLINOIS }
COUNTY OF _____ } SS.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____

President of _____

and _____ Secretary of said Corporation,

who are 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, for the uses and purposes therein set forth;

and the said _____ Secretary then and there acknowledged that _____, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this _____ day of _____, A.D., 19 _____

Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1987 NOV 18 AM 10:40

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Box
Assignment of Rents

23 Ct. Island Point

Northbrook, IL 60062

TO

Mail

HOWARD SAVINGS & LOAN ASSN.
1702 MILWAUKEE AVE.
GLENVIEW, ILLINOIS 60025

Box 333

BOX 333 - CC

Loan No. *11-661771*

Property of Cook County Clerk's Office