

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: [Signature]
MAIL TO: [Signature]

65481028

GIVEN under my hand and Notarial Seal, this day of _____, A.D. 19 _____

appeared before me this day in person, and acknowledged that _____ personally known to me to be the same person whose name _____ subscribed to the foregoing instrument.

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

ATTEST: _____ (SEAL)
BY: _____ (SEAL)

day of DECEMBER 15, 1986 A.D. 1986 PARKWAY BANK AND TRUST CO., TRUST #7698 DATED 4-28-86 AS TRUSTEE AND NOT PERSONALLY

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 15TH

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

It is understood and agreed that the Mortgagee will not exercise its right 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 Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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 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 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.

The undersigned, do hereby authorize, ratify and confirm the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and let said premises or any part thereof, according to its own discretion, and to bring or defend any suit in connection with said premises in its own name or in the name(s) of the undersigned, in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

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, written or oral, 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.

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

IN COOK COUNTY, ILLINOIS, AS DOCUMENT # 576903, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, 4/16/79 & KNOWN AS TR #46271, & RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK CO IL. MERIDIAN, IN COOK CO IL WHICH PLAT OF SURVEY IS ATTACHED AS EX D TO DECLARATION OF CONDO MADE BY AMER NAT'L BK & TR CO. OF IL, NOT PERSONALLY, BUT AS TRUSTEE UNDER TR AGREEMENT DATED SUBDIVISION OF PART OF THE E 1/2 OF THE SE 1/4 OF SECT 27, TNSHP 42N, RGE 11 E OF THE 3RD PRIN THE E 6' OF THE N 285' OF SAID TRACT) IN BRICKMAN MANOR, 1ST ADDITION, UNIT 6, BEING A DESCRIBED PARCEL OF REAL ESTATE: LOTS 1042 TO 1050, BOTH INCLUSIVE & TAKEN AS A TRACT (EXCEPT UNIT 1019/308, IN HANWOOD TOWERS CONDO AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING

hereinafter referred to as the Mortgagee, the following described real estate: and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

INLAND MORTGAGE CORPORATION
Dollars (\$) 2,500.00, executed a mortgage of even date herewith, mortgaging to
in order to secure an indebtedness of
TWO THOUSAND FIVE HUNDRED AND 0/100
of the CITY of MOUNT PROSPECT, COOK County of ILLINOIS, and State of ILLINOIS
PARKWAY BANK AND TRUST CO., TRUST #7698 DATED 4-28-86
KNOW ALL MEN BY THESE PRESENTS, that INLAND MORTGAGE CORPORATION DATED DECEMBER 15, 1986 IN THE AMOUNT OF \$20,200.00.
4-28-86, KNOWN AS TRUST #7698 TO (Individual Form)
Loan No. 8288

87018459

Assignment of Rents

THIS ASSIGNMENT OF RENTS IS SUBJECT AND SUBORDINATE TO ASSIGNMENT OF RENTS MADE BY PARKWAY BANK AND TRUST CO., AS TRUSTEE UNDER TRUST AGREEMENT DATED 4-28-86, KNOWN AS TRUST #7698 TO (Individual Form)

10/20/06 cc 2/10/07

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COOK COUNTY RECORDER

Property of Cook County Clerk's Office
87-018459

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THIS ASSIGNMENT OF RENTS, is executed by Parkway Bank And Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Parkway Bank And Trust Company personally to pay the said Note or Notes or any interest on it may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Parkway Bank And Trust Company, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, Parkway Bank And Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, at the place and on the date first above written.

PARKWAY BANK AND TRUST COMPANY

as Trustee as aforesaid and not personally,

BY: *B. H. Schreiber*
SR Vice-President-Trust Officer

ATTEST: *Diane Y. Peszynski*
Assistant Cashier

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

B. H. Schreiber Sr., Vice-President-Trust Officer

of Parkway Bank And Trust Company, Diane Y. Peszynski,
Assistant Cashier of Parkway Bank And Trust Company, who are personally known to me to

be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12th

day of December A.D. 1986

Rosemary Belluzzi
Notary Public

87-018459