

UNOFFICIAL COPY

607 West Devon Avenue
Park Ridge, Illinois 60068

FIRST STATE BANK
OF PARK RIDGE
Eugene A. Bensing, Vice President

This instrument prepared by and mail to:
A. D. 19 87
January

(SEAL) _____
(SEAL) _____
(SEAL) _____
(SEAL) _____
Susan C. Mustari

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 22nd day of January

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Bank of its right of exercise thereafter.
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 Bank 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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Bank 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 understood and agreed that the Bank shall have the power to use and apply and apply the proceeds, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Bank, 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 said Bank shall have the power to use and apply and apply the proceeds, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Bank, 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 irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and do hereby authorize the Bank 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 names 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 said Bank may do.
It is understood and agreed that the said Bank shall have the power to use and apply and apply the proceeds, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Bank, 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.

and, whereas, First State Bank & Trust Company of Park Ridge 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 assigns

over unto FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, hereinafter referred to as the Bank, 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 Bank under the power herein granted, and specifically the undersigned hereby assigns (s) unto the Bank all such leases now existing upon the property herein above described, together with any and all other leases hereinafter made during the term of this assignment for the whole or any part of said property and with any and all modifications, extensions and renewals of all such leases and all rents, income and profits arising therefrom.

and, whereas, First State Bank & Trust Company of Park Ridge 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 assigns

over unto FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, hereinafter referred to as the Bank, 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 Bank under the power herein granted, and specifically the undersigned hereby assigns (s) unto the Bank all such leases now existing upon the property herein above described, together with any and all other leases hereinafter made during the term of this assignment for the whole or any part of said property and with any and all modifications, extensions and renewals of all such leases and all rents, income and profits arising therefrom.

and, whereas, First State Bank & Trust Company of Park Ridge 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 assigns

over unto FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, hereinafter referred to as the Bank, 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 Bank under the power herein granted, and specifically the undersigned hereby assigns (s) unto the Bank all such leases now existing upon the property herein above described, together with any and all other leases hereinafter made during the term of this assignment for the whole or any part of said property and with any and all modifications, extensions and renewals of all such leases and all rents, income and profits arising therefrom.

and, whereas, First State Bank & Trust Company of Park Ridge 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

Assignment of Rents & Leases

87078956

14335000 7094273 DE 2003

COOK COUNTY, ILLINOIS
RECORDED FOR RECORD
831 FEB - 9 PM 1: 24

87078956

see legal Description attached hereto

12 00

95687078

of the city of Chicago, Illinois, in order to secure an indebtedness of Thirty Eight Thousand Five Hundred and no/100 Dollars (\$38,500.00) executed a mortgage of even date herewith, mortgaging to FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE the following described real estate:

UNOFFICIAL COPY

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 SUSAN C. MUSTARI, divorced and not since remarried,

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of JANUARY, A. D. 1937

Suzanne French
Notary Public
My Commission Expires May 19, 1939

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 Secretary President

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 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 the 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

Box No.

Assignment of
Rents & Leases

SUSAN C. MUSTARI

TO

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE

Loan No.

870759556

Clerk's Office

956R8028

PERMANENT TAX INDEX NUMBER: (undivided) 12-11-310-056-0000
Common Address: 8649 1/2 W. Foster Av., Unit 3-A, Chicago IL 60656

THIS MORTGAGE IS SUBJECT TO ALL RIGHTS, EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS CONTAINED IN SAID DECLARATION THE SAME AS THROUGH THE PROVISIONS OF SAID DECLARATION WERE RECITED AND STIPULATED AT LENGTH HEREIN.

MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE ITS SUCCESSORS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE DECLARATION OF CONDOMINIUM AFORESAID.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR THE PURPOSES OF INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

THAT PART OF THE NORTH 560.00 FEET, AS MEASURED ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE EAST 473.66 FEET, AND EXCEPT THE WEST 691.00 FEET THEREOF, AS MEASURED ALONG THE NORTH LINE, AND EXCEPT THE NORTH 40.00 FEET THEREOF) DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTH WEST CORNER OF THE ABOVE DESCRIBED LAND; THENCE SOUTH ALONG THE WEST LINE OF SAID LAND (FOR THE PURPOSES OF DESCRIBING THIS PARCEL SAID WEST LINE TAKEN AS NORTH AND SOUTH) 12.07 FEET; THENCE EAST 31.26 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREON DESCRIBED; THENCE CONTINUING EAST 73.76 FEET; THENCE SOUTH 44.00 FEET; THENCE WEST 45.32 FEET; THENCE NORTH 2.33 FEET; THENCE WEST 28.44 FEET; THENCE NORTH 51.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 86562819, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

UNIT NUMBER 28-3'A, IN HONEY BEE CONDOMINIUM NUMBER 28, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

Legal Description

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6/25/2009

Property of Cook County Clerk's Office