

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

87092081

PT 6-12-141

This indenture made February 13, 1987, witnesseth: That whereas, Oak Park Trust and Savings Bank as Trustee under Trust Agreement dated February 15, 1965 and known as Trust #4807 (hereinafter called mortgagors) have executed and delivered a certain trust deed dated February 13, 1987 and Recorded in the office of the Recorder of Cook County, Illinois, on date of February 13, 1987 hereof (hereinafter called "trust deed"), conveying to Oak Park Trust and Savings Bank the following described real estate located in Oak Park, County of Cook, and State of Illinois, to-wit:

SEE ATTACHED RIDER

Lot 39 (except the North 43 1/2 feet and except the West 27 feet) and Lot 40 (except the North 6 inches of the West 27 feet) in the Resubdivision of Lots 1 to 11 in Scoville's Subdivision of the East 49 acres of the West 129 acres of the South West 1/4 of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax No. 16-07-304-029

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NOW, THEREFORE, in consideration of the disbursement to the mortgagors of the proceeds of the loan secured by said trust deed and for the purpose of further securing the payment of the indebtedness secured thereby, and the performance by the mortgagors of their covenants and agreements therein contained, and in further consideration of the sum of One Dollar to the mortgagors in hand paid, receipt of which is hereby acknowledged, the mortgagors do hereby sell, assign, transfer and set over unto OAK PARK TRUST & SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois (hereinafter called "assignee"), all the rents, issues and profits of and arising from the premises, now due or which may hereafter become due under and by virtue of any lease, whether written or verbal, or by virtue of any agreement for the letting of, or the use or occupancy of, said premises or any part thereof, heretofore made or entered into by the mortgagors, or their predecessors in title or any persons claiming by, through or under them, or which shall hereafter be made or entered into by said mortgagors, or any subsequent owners of said premises, or persons claiming by, through or under them, or which shall hereafter be made or entered into by said assignee under the power hereby granted. Mortgagors further sell, assign, transfer and set over unto the assignee all their right, title and interest in and to all such leases and agreements now in force or hereafter made. Mortgagors shall upon request furnish to the assignee information concerning all leases of the premises or any part thereof hereafter made from time to time, and shall upon demand assign all interest in, and deliver executed copies of, all existing or future leases to the assignee. The mortgagors shall not consent to the cancellation or surrender of any lease or suffer or permit any party to be relieved of liability for the payment of rent or consent to a reduction of the amount of rent reserved thereunder, or in any way impair the security hereof without the express authorization of the assignee in each instance.

Mortgagors hereby grant to assignee the exclusive right to exercise, and to hereby irrevocably appoint the assignee the true and lawful attorney of the mortgagors to exercise, any and all of the following rights and powers:

- (1) To take possession of, operate, manage and control said premises and conduct the business thereof.
- (2) To take possession of all documents, books, records, papers and accounts of the mortgagors or then owners of the premises relating thereto.
- (3) To lease the premises or all or any portion thereof to any party or parties, at such rents and upon such terms as said assignee shall in its discretion determine (including leases for terms expiring beyond the maturity of the indebtedness secured by said trust deed or beyond the expiration of the statutory period of redemption from any sale)
- (4) To collect, sue for, receipt for, settle, compromise and give acquittances for all the rents, issues and profits hereby assigned.
- (5) To use such measures, legal or equitable, as in its discretion may be deemed proper or reasonable, to enforce the payment of such rents, issues and profits or to secure or maintain possession of said premises or any portion thereof, including an action or actions for the recovery of rent, an action or actions in forcible detainer, and an action or actions in distress for rent, and to cancel any leases or subleases or terminate any right of possession for any cause or on any ground which would entitle the mortgagors to cancel or terminate the same; it being the intention of the mortgagors to constitute said assignee landlord of said premises, for all intents and purposes, with all right which said mortgagors would have but for this assignment.
- (6) To sign the names of the mortgagors to all papers and documents in connection with the operation, management and control of said premises and the conduct of the business thereof.
- (7) To make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to said premises as to said assignee may seem judicious.
- (8) To insure said premises and all risks incidental to the assignee's possession and operation thereof.

MAIL TO
BOX 283

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Assignee shall, after deducting the expenses of operating said real estate and of maintenance, repairs, renewals, replacements, alterations, betterments and improvements, and after the payment of all insurance premiums and the payment of just and reasonable compensation for the services of the assignee, and its attorneys, agents, clerks, servants and others employed by it for services rendered in connection with the operation management and control of said premises and conduct of the business thereof, and after setting aside reasonable reserves, in an amount to be determined in the sole discretion of the assignee, for any and all of the foregoing purposes, apply the residue, if any, of the monies arising (a) to the payment of or setting aside of reasonable reserves, in an amount to be determined in the sole discretion of the assignee, for the payment of taxes, special assessments, water rates and other governmental charges and impositions levied or to be levied upon said premises, (b) to the payment of or setting aside of reasonable reserves, in an amount to be determined in the sole discretion of the assignee, for the payment of interest and principal or other indebtedness secured by said trust deed, and (c) to the remedying of any default existing under the trust deed, such application to be made upon said various items in the order said assignee may determine. The amount remaining after payments have been made or reserves set aside, as above provided, shall be paid to the mortgagors.

Neither the execution and delivery hereof, nor the exercise by the assignee of any of the rights and powers herein granted, shall relieve the mortgagors from the performance of any of the obligations, covenants or agreements to be performed by said mortgagors, their successors and assigns, contained in said trust deed or in any lease or leases of said premises or any part thereof, nor shall said mortgagors be relieved from any liability for damages on account of injuries sustained by any person or persons on, in or about said premises, for which said mortgagors would be liable but for this assignment. Said mortgagors further understand and agree that the assignee is acting solely as the agent of said mortgagors in whatever said assignee may do in connection with the premises, and said assignee assumes no liability in any other capacity.

The rights and powers of the assignee hereunder may be assigned by instrument in writing to any holder or holders of the note or notes secured by said trust deed and may be by such holder or holders successively assigned, and such assignee and any successive assignees are hereby given the same rights and powers as the assignee named herein to the same extent as though in each instance specifically named.

No remedy or right herein conferred upon or reserved to the assignee is intended to be to the exclusion of any other remedy or right of such assignee or of the trustee under said trust deed, or holders of the note secured thereby, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder, or given in said trust deed or the note secured thereby, relating to the indebtedness secured thereby and now or hereafter existing, at law or in equity.

This assignment is to remain in full force and effect and to be binding upon the heirs, legal representatives, successors and assigns of the mortgagors until the indebtedness secured by said trust deed shall be fully paid and said trust deed released, and until all bills, liabilities and expenses incurred by the assignee by virtue of the authority herein contained shall have been fully paid, or until such time as this instrument may be voluntarily released by the assignee or its successors or assigns.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall exist under the terms and provisions of said trust deed.

The words "mortgagors" and "assignee" shall be deemed to include the respective heirs, legal representatives, successors and assigns of the parties, and said words and any and all personal pronouns shall be taken to include singular and plural nouns or pronouns and masculine, and feminine and neuter gender, as may fit the case.

THIS ASSIGNMENT OF RENT is executed by the OAK PARK TRUST & SAVINGS BANK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said OAK PARK TRUST & SAVINGS BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said First Party or on said OAK PARK TRUST & SAVINGS BANK personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or interest hereunder, and that so far as the First Party and its successors and said OAK PARK TRUST & SAVINGS BANK personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, OAK PARK TRUST & SAVINGS BANK has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereunto affixed and attested by its Assistant Secretary the day and year first above written.

ATTEST Assistant Secretary By Assistant Vice President

STATE OF ILLINOIS } \$11.00
COUNTY OF COOK }
DEPT 101
T#0002 TRAN 0/75 02/17/87 10:32:00
#2010 # C * - 57-092081
COOK COUNTY RECORDER

I, Margaret O'Donnell a Notary Public, in and for said County,

in the State aforesaid DO HEREBY CERTIFY, that Patricia C. Jepsen

Assistant Vice-President of OAK PARK TRUST & SAVINGS BANK and Dennis John Carrara
Assistant Secretary of said Company, who are personally known to me to be the same persons

whose names are subscribed to the foregoing instrument as such Assistant Vice-President, and Assistant 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Assistant Secretary

then and there acknowledged that He as custodian

of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 13th day of February

A.D. 19 87



Margaret O'Donnell
NOTARY PUBLIC

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- (8) To insure said premises and all risks incidental to the assignee's possession and operation thereof.
- (7) To make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to said premises as to said assignee may seem judicious.
- (6) To sign the names of the mortgagors to all papers and documents in connection with the operation, management and control of said premises and the conduct of the business thereof.
- (5) To use such measures, legal or equitable, as in its discretion may be deemed proper or reasonable, to enforce the payment of such rents, issues and profits or to secure or maintain possession of said premises or any portion thereof, including an action or actions for the recovery of rent, an action or actions in forcible detainer, and an action or actions in distress for rent, and to cancel any leases or subleases or terminate any right of possession for any cause or on any ground which would entitle the mortgagors to cancel or terminate the same; it being the intention of the mortgagors to constitute said assignee landlord of said premises, for all intents and purposes, with all right which said mortgagors would have but for this assignment.
- (4) To collect, sue for, receipt for, settle, compromise and give acquittances for all the rents, issues and profits hereby assigned.
- (3) To leave the premises or all or any portion thereof to any party or parties, at such rental and upon such terms as said assignee shall in its discretion determine (including leases for terms expiring beyond the maturity of the indebtedness secured by said trust deed or beyond the expiration of the statutory period of redemption from any sale).
- (2) To take possession of all documents, books, records, papers and accounts of the mortgagors or then owners of the premises relating thereto.
- (1) To take possession of, operate, manage and control said premises and conduct the business thereof.

Mortgagors hereby grant to assignee the exclusive right to exercise, any and all of the following rights and powers: assignee the true and lawful attorney of the mortgagors to execute, any and all of the following rights and powers:

Without the express authorization of the assignee in each instance, the amount of rent reserved thereunder, or in any way impair the security hereof or consent to a reduction of the amount of rent reserved thereunder, or in any way impair the security hereof the cancellation or surrender of any lease or permit any party to be relieved of liability for the payment of the premises or any part thereof hereafter made from time to time, and shall upon demand assign all interest in, and deliver executed copies of, all existing or future leases to the assignee. The mortgagors shall not consent to force or hereafter made. Mortgagors shall upon request transfer to the assignee information concerning all leases and set over unto the assignee all their right, title and interests in and to all such leases and agreements now in made or entered into by said assignee under the power hereby granted. Mortgagors further well, assign, transfer and set over unto the assignee all their right, title and interests in and to all such leases and agreements now in making by, through or under them, or which shall hereafter be made or entered into by said mortgagors, or any subsequent owners of said premises, or persons claiming by, through or under them, or which shall hereafter be made or entered into by the mortgagors, or their predecessors in title or any persons whether written or verbal, or by virtue of any agreement for the letting of, or the use or occupancy of, said premises, of and arising from the premises, now due or which may hereafter become due under and by virtue of any lease, and existing under the laws of the State of Illinois, hereinafter called "assignment", all the rents, issues and profits do hereby well, assign, transfer and set over into OAK PARK TRUST & SAVINGS BANK, a corporation organized and existing under the laws of the State of Illinois, receipt of which is hereby acknowledged, the mortgagors of the sum of One Dollar to the mortgagors in hand paid, receipt of which is hereby acknowledged, and the performance by the mortgagors of their covenants and agreements therein contained, and in further consideration by said trust deed and for the purpose of further securing the payment of the indebtedness secured thereby, and NOW, THEREFORE, in consideration of the disbursement to the mortgagors of the proceeds of the loan secured

Property Address: 121 S. Kentlworth, Oak Park, Illinois 60302

ASSIGNMENT OF RENTS 87092081

This indenture made February 13, 1987, between Oak Park Trust and Savings Bank as Trustee under Trust Agreement dated February 15, 1965 and known as Trust #4807

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