

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, that whereas,

LA SALLE NATIONAL BANK ~~A TRUST~~

a corporation organized and existing under the laws of the UNITED STATES of AMERICA,

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated FEBRUARY 7,

1985, and known as trust number 109437, in order to secure

an indebtedness of ONE MILLION SIX HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED AND Dollars (\$1,686,600.00) Executed a mortgage of even date herewith, mortgaging to

MID AMERICA FEDERAL SAVINGS AND LOAN ASSOCIATION

the following described real estate:

PARCEL A: Permanent Real Estate tax Number 06-01-200-014
Address: Southwest corner of Barrington Road and Illinois Tollway Lot 2 in Barrington Pointe Subdivision, being a Subdivision in the East 1/2 of Fractional Section 1, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL B: Lot 4 in Barrington Pointe Subdivision, being a Subdivision in the East 1/2 of Fractional Section 1, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL C: Lot 5 in Barrington Pointe Subdivision, being a Subdivision of the East 1/2 of Fractional Section 1, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois.

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and undersigned do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Association 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 Association may do.

It is understood and agreed that the said Association 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 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.

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.

This assignment of rents is executed by LA SALLE NATIONAL BANK ~~A TRUST~~ 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 LA SALLE NATIONAL BANK ~~A TRUST~~ 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

LA SALLE NATIONAL BANK ~~A TRUST~~, either individually or as Trustee aforesaid, 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as

LA SALLE NATIONAL BANK ~~A TRUST~~, either individually or as Trustee aforesaid, personally is 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, LA SALLE NATIONAL BANK ~~A TRUST~~

not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 13TH day of

APRIL, A. D. 1987

ATTEST

Carl H. ...
Secretary

LA SALLE NATIONAL BANK ~~A TRUST~~
As Trustee as aforesaid and not personally
By *[Signature]*
President

UNOFFICIAL COPY

Assignment of Rents

Box

LA SALLE NATIONAL BANK & TRUST

TRUST # 109437

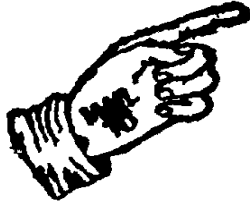
DATED 02/07/35

To

MID AMERICA FEDERAL SAVINGS AND LOAN ASSOCIATION
1001 S. WASHINGTON
NAPEVILLE, IL 60566

Loan No.

BARRINGTON & HIGGINS ROADS
HOFFMAN ESTATES, IL 60172



13 00

MAIL

82129228

Property of Cook County Clerk's Office

My Commission Expires

5-22-88

Notary Public

Richard J. ...

GIVEN under my hand and Notarial Seal, this 15th day of March, A. D. 1935, as custodian of the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth, own free and voluntary act 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, as Trustee as aforesaid, whose names are subscribed to the foregoing instrument as such President, and Secretary of said corporation, who are personally known to me to be the same persons as those named in the foregoing instrument, as Trustee as aforesaid, and

DO HEREBY CERTIFY, THAT LA SALLE NATIONAL BANK & TRUST is a Notary Public, in and for said County, in the State aforesaid, COUNTY OF COOK, STATE OF ILLINOIS

UNOFFICIAL COPY

APR 11 1987

LA SALLE NATIONAL BANK & TRUST

APR 11, A. D. 1987

its corporate seal to be hereunto affixed and attested by its Secretary, this 11TH day of

IN WITNESS WHEREOF, LA SALLE NATIONAL BANK & TRUST

LA SALLE NATIONAL BANK & TRUST, the legal holder of said note and the owner of 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.

LA SALLE NATIONAL BANK & TRUST, the legal holder of said note and the owner of 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.

LA SALLE NATIONAL BANK & TRUST, the legal holder of said note and the owner of 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.

LA SALLE NATIONAL BANK & TRUST, the legal holder of said note and the owner of 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.

LA SALLE NATIONAL BANK & TRUST, the legal holder of said note and the owner of 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.

LA SALLE NATIONAL BANK & TRUST, the legal holder of said note and the owner of 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.

** SEE ATTACHED **

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UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF Cook } ss.

I, Victor Smedley, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT CORNING BANK President of LA SALLE NATIONAL and

SECRETARY 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 Asst. Vice President, and Trustee
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, as Trustee as aforesaid
for the uses and purposes therein set forth; and the said Asst. Vice Secretary then and there acknowledged that

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

GIVEN under my hand and Notarial Seal, this 1st day of May, A. D. 19 87

Victor Smedley
Notary Public

My Commission Expires 5-22-88

Property of Cook County Clerk's Office

Box
Assignment of Rents

LA SALLE NATIONAL BANK & TRUST

TRUST # 109437

DATED 02/07/85

TO

MID AMERICA FEDERAL SAVINGS AND LOAN ASSOCIATION
1001 S. WASHINGTON
NAPERVILLE, IL 60566



Loan No.

BARRINGTON & HIGGINS ROADS
HOFFMAN ESTATES, IL 60172

13.00 MAIL

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