

# UNOFFICIAL COPY

REGISTRATION NUMBER 9 8

April 21

1987

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**Know all Men by these Presents,** that **The First National Bank of Waukegan** association  
a National Banking Association  
organized 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 said Bank in pursuance of a Trust Agreement dated **August 14, 1980** and known as its trust  
number **25581** (hereinafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and  
valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

**The First National Bank of Waukegan**

(hereinafter called the Assignee),

all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now due and  
which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, possession  
of, or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have  
heretofore made, or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers  
hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following  
described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and  
establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits  
thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of **Cook** and described, as follows, to  
wit: **Lot 1 in Tschiritz's Subdivision, being a subdivision of part of the Northwest**

**Quarter of Section 8, Township 42 North, Range 11 East of the Third Principal Meridian**  
in Cook County, Illinois, more particularly described as follows: Commencing at the  
Northwest corner of the Northwest Quarter of said Section 8; thence South along the  
West line of the said NW 1/4 of Section 8 a distance of 485.60 feet; thence East along  
the North line of the North Ridge Subdivision of a distance of 307.86 feet to the point  
of beginning; thence continuing East along the aforesaid line a distance of 566.60  
feet to a point in the West line of Freedom Small Farms Subdivision; thence South along  
the aforesaid line a distance of 768.70 feet to a point on the North line 566.60 feet  
to a point on the East line of the North Ridge Subdivision; thence North along the  
aforesaid East line a distance of 139.52 feet to the point of beginning, all in Cook  
County, Illinois.

CR A Between 13 Ave Kester, Highway 41 Rd, Crystal Lake, Wright Rd  
PIN 03-08-100-CSS-100

Clogm

This instrument is given to secure payment of the principal sum of **THREE HUNDRED TWENTY SIX THOUSAND**

**FIVE HUNDRED SIXTY THREE AND 85/00 - -**

Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to **First National Bank of Waukegan, Waukegan, IL**

as Trustee or Mortgagee dated **April 21, 1987**

and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real  
estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all  
other costs and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the  
terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and  
premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage  
above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are declared to be due in accordance  
with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceeding to foreclose the title of said  
Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and  
premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broker, and may, with or without  
force, and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said  
Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described  
together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their  
agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and  
conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or  
proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may  
seem judicious, and may insure and reinsurance the same, and may lease said mortgaged property in such parcels and for such times and on such  
terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and  
may cancel any lease or sublease for my use or on any ground which would entitle the Assignor to protection objecting to the same,  
in every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as  
to the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and  
any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements,  
alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and pros, or  
proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the  
Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation,  
management, and control of the mortgaged property and the conduct of the business thereof, and such further sum as may be sufficient to  
indemnify the Assignee against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights  
and powers of Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in  
such order as said Assignee deems fit:

(1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein  
provided; (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining  
outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5)  
the balance, if any, to the Assignor.

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## Assignment of Rents

## FIRST NATIONAL BANK

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BOX 333 - HV

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1987 May 22 AM 08 07

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**Key** — **to App**

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STATE OF ILLINOIS }  
COUNTY OF COOK }

ATTORNEY: John W. Gandy ADDRESS: 1000 Peachtree Street, N.E., Atlanta, Georgia 30309 TRUST OFFICER

*[Signature]* Vice President-Trust Officer

is trustee as aforesaid and not personally.

## The Cosmopolitan National Bank of Chicago

The release of or right to receive certain information shall not operate as a release of this instrument.

conditions of this agreement for any period of time, at any time or times, shall not be construed to deem to be a waiver of any rights under the terms hereof but said waiver or the specific, successive, or any other provision of this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereinabove granted, power and authority to perform this agreement but said waiver or the specific, successive, or any other provision of this agreement, or any of the terms, provisions, or conditions hereof, or any of the terms, provisions, or conditions hereof, and exercise the powers hereinabove granted, at any time or times that shall be deemed fit.

This instrument shall be assessable by assessment, and all of the terms and provisions hereof shall be binding upon and binding to the parties hereto.