

Know all Men by these Presents, THAT THE MOUNT GREENWOOD BANK,

an Illinois Banking Corporation, not personally but as a 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 November 15, 1988 and known as trust number 5-0830, hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt whereof are hereby acknowledged, does hereby assign, transfer and set over unto

Mount Greenwood Bank

its successors and assigns (hereinafter called the Second Party), all the rents, earnings, issues and profits 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 verbal, 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 First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income and profits thereunder, unto the Second Party herein, all relating to the real estate situated in the County of Cook and State of Illinois and described as follows, to-wit: \*See attached legal

LEGAL DESCRIPTION

PARCEL I:

UNIT NUMBER 11132-C AND EXCLUSIVE BASEMENT TO PARKING AREA NO. 25 IN MOODS EDGE CONDOMINIUM, AS DELINEATED ON SURVEY OF CERTAIN PARTS OF LOT "A" (EXCEPT THAT PART FALLING IN FRAME AVENUE) IN MC GRATH AND AHERN SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (HEREINAFTER REFERRED TO AS PARCEL), WHICH SURVEY IS ATTACHED AS EXHIBITS "B" AND "C" TO DECLARATION MADE BY AETNA STATE BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 6, 1976 AND KNOWN AS TRUST NUMBER 102109 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT 23,667,055 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL, (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

ALSO

This PARCEL II:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AS SET FORTH IN THE DECLARATION OF EASEMENTS MADE BY AETNA STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 6, 1976 AND KNOWN AS TRUST NUMBER 102109 AND RECORDED OCTOBER 9, 1976 AS DOCUMENT 23,667,054 AND CREATED BY DEED FROM AETNA BANK, TRUSTEE UNDER TRUST AGREEMENT KNOWN AS TRUST NUMBER 102109, TO ROBERT A. STEVENSON DATED NOVEMBER 13, 1976 AND RECORDED NOVEMBER 25, 1977 AS DOCUMENT 24,309,566 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

----- Dollars, of above-named County, and effect until said loan and said trust deed, have

This assignment shall not become operative until the default in the payment of principal or interest on the performance of the terms or conditions contained in the Trust Deed herein referred to and in the event of such default.

Without limitation of any of the legal rights of said First Party, the absolute assignee of all the rents, issues and profits of said real estate and premises above described, and by way of assignment, said First Party hereby covenants and agrees that in the event of any default by the First Party under the said trust deed above referred to, the First Party shall, before or after the date or dates on which any note or notes secured by said trust deed is or are declared to be immediately due in accordance with the terms of said trust deed or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party and Second Party shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, for condition broken, and, in its discretion, may with or without force and with or without process of law, and without any action on the part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and a county of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said trust deed, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses 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 prior 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 Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party 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 Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:

- (1) To the payment of interest on the principal and accrued interest on the note or notes secured by said trust deed, at the rate therein provided; (2) To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the principal of said note or notes from time to time remaining due and unpaid; (4) To the payment of any and all other charges secured by or created under the said trust deed above referred to, and (5) To the payment of the balance, if any, after the payment in full of the terms hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

88557657

UNOFFICIAL COPY

Assignment of Rents

Mount Greenwood Bank

as Trustee

TO

Box No. ....

Mount Greenwood Bank

Messrs

3062 W. 111th Street  
Chicago, Illinois 60625  
445-4500

TRUST DEPARTMENT

48161-544 Co.

25925598



Given under my hand and Notarial Seal this 30th November A.D. 19 88

of said bank, who are personally known to me, to the same persons whose names are sub- scribed to the foregoing instrument as such Vice-President, Trust Officer, and Assistant Trust Officer respectively, appeared before me on this day in person and acknowledged that they signed and delivered the said instrument in their own free and voluntary act and as their free and voluntary act of said bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Charlotte Jolissoneau  
Asst. Vice-President of Mount Greenwood Bank and

the undersigned  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify, that

MOUNT GREENWOOD BANK  
As Trustee as aforesaid and not personally.  
By: *Carlos X. Montoya*  
Asst. Vice-President-Trust Officer  
ATTEST *Charlotte Jolissoneau*  
Assistant Trust Officer

IN WITNESS WHEREOF, Mount Greenwood Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and the undersigned, to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. The failure of Second Party, or any of its agents or attorneys, successors or assigns, to waive itself or themselves of any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and require the powers hereunder at any time or times that shall be deemed fit. The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.

(1) To the payment of interest on the principal and overdue interest on the note or notes secured by said trust deed, at the rate therein provided; (2) To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said trust deed above referred to; and (5) To the payment of the balance, if any, after the

Without limitation of any of the legal rights of Second Party as the absolute owner of the real estate, interest and profits of said real estate and premises above described, and by way of continuation of the assignment of the real estate, interest and profits of said real estate and premises above described, and by way of continuation of the assignment of the real estate, interest and profits of said real estate and premises above described, and by way of continuation of the assignment of the real estate, interest and profits of said real estate and premises above described, and by way of continuation of the assignment of the real estate, interest and profits of said real estate and premises above described...

as Trustee dated 11-15-88 Mount Greenwood Bank and interest upon a certain loan secured by Trust Deed in Fifty thousand and no/100--(\$50,000.00)-- Dollars.

and provided in the recorder's office of above named County, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan has been fully paid and the interest thereon, and all other taxes and charges which may be due thereon, are 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 herein referred to and in the Note secured thereby.

and profits of and from the said premises or collectible under the note or occupancy agreement and the profits and interest thereon, and the interest thereon, and all other taxes and charges which may be due thereon, are fully paid and the interest thereon, and all other taxes and charges which may be due thereon, are fully paid.

GREENWOOD BANK  
and known as trust  
in Trust duly recorded and

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ember 30, 19 88

13.00

ASSIGNMENT OF RENTS

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# UNOFFICIAL COPY

This instrument shall be assignable by Second Party, and all of the terms, notes, and conditions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself of the benefit of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents, successors or assigns shall have full right, power and authority to enforce this agreement or any of the terms, provisions, and conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by Mount Greenwood Bank not personally but as trustee as at these premises, in exercise of the power and authority conferred upon and vested in it as such Trustee and said Mount Greenwood Bank hereby waives and releases the power and authority to execute this instrument, and it is expressly understood and agreed that the assignment of the interest in the trust notes contained shall be construed as creating any liability on the said first party or said Mount Greenwood Bank. The parties hereto, the said principal notes or any interest that may accrue thereon, or any indebtedness account, the holder of the principal notes, the holder of the interest in the trust notes herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person who hereafter claiming any right or security hereunder, and that so far as the part of the first part and its trustee and said Mount Greenwood Bank personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any real property hereunder shall look solely to the premises hereby conveyed for the payment thereon, by the enforcement of the lien hereby created in the said principal and in said principal note, provided.

IN WITNESS WHEREOF, Mount Greenwood Bank, not personally but as Trustee as at these premises, has caused this instrument to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

### MOUNT GREENWOOD BANK

As Trustee as aforesaid and not personally

*Carlos X. Montoya*

By Asst. Vice-President Trust Officer

ATTEST: *Charlotte Boissonneau*  
Assistant Trust Officer

Property of Cook County Clerk's Office

STATE OF ILLINOIS }  
COUNTY OF COOK }

I, the undersigned  
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify, that  
Carlos X. Montoya

Asst. Vice-President-Trust Officer of Mount Greenwood Bank and  
Charlotte Boissonneau

Assistant Trust Officer



of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice-President-Trust Officer and Assistant Trust Officer 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 Bank, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Trust Officer that and there acknowledged that she as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act 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 30th

day of November A.D. 1988

*Barbara J. Ralson*  
Notary Public

Box No.

Assignment of Rents

Mount Greenwood Bank

as Trustee

TO

Mount Greenwood Bank

1112 N. 11th Street  
Chicago, Illinois 60665  
445-4500

TRUST DEPARTMENT

TRUST SALES

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