

McHENRY STATE BANK

88096404

Loan No. 1111-4037-2

a corporation organized and existing under the laws of the State of Illinois

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 November 13, 1987, and known as trust number 4215

in order to secure an indebtedness of One-Hundred Seventy-Five Thousand & 00--Dollars (\$175,000.00),

executed a mortgage of even date herewith, mortgaging to McHENRY SAVINGS BANK

the following described real estate:

That part of the Northeast Quarter of the Northwest Quarter of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at a point of intersection of the center line of Rand Road with the West line of the Northeast Quarter of the Northwest Quarter of Section 2, said point of intersection being 16.12 feet South of the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 2; thence Southeasterly along the center line of Rand Road, 504 feet to a point of beginning; thence Southeasterly along the center line of Rand Road, 100 feet; thence Northeasterly in a straight line, 665.60 feet to a point in the North line of said Section 2, that is 898.62 feet East of the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 2; thence West along the North line of Section 2, aforesaid, 145.96 feet; thence Southwesterly in a straight line, 559.30 feet to the point of beginning, in Cook County, Illinois. 2293 Rand Rd, Palatine Ill

SEE "EXHIBIT A", ATTACHED, AND MADE A PART HEREOF.

It is understood and agreed that the said Mortgagee 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 Mortgagee, 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 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 said Mortgagee 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.

It is understood and agreed that the Mortgagee 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.

The failure of the said Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said Mortgagee of its right of exercise thereafter.

This assignment of rents is executed by said corporation 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 corporation 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 corporation, 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 said corporation, either individually or as Trustee aforesaid, or its successors, 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, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer, this 11th day of December, A.D., 1987

ATTEST:

Trust Officer

Secretary

McHenry State Bank Under Trust #4215
As Trustee as aforesaid and not personally
BY Philip S. King
Senior Trust Officer/Vice President

STATE OF Illinois

COUNTY OF McHenry

I, Helen S. Hankins

the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Philip S. King

personally known to me to be the Vice President of McHenry State Bank

a corporation, and Gerald Helt

personally known to me to be the Trust Officer

of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered the said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 11th day of December, A.D. 1987

THIS INSTRUMENT WAS PREPARED BY:

THIS INSTRUMENT WAS PREPARED BY
FREDERICK C. CAPPETTA,
ATTORNEY AT LAW,
P.O. BOX 333, McHENRY, ILL. 60050

D2

1000

Notary Public

1400

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY, ILL. CLERK
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1988 JAN 12 PM 2:25

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COOK COUNTY, ILL. CLERK
FILED FOR RECORD

Notary Public

Box 333 - CE

GIVEN under my hand and Notarial Seal, this 11th

of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered the said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act or deed of said corporation, for the uses and purposes therein and therein referred to.

personally known to me to be the Vice President of McHenry State Bank

COUNTY OF McHenry }
I, Helen S. Hankins
the undersigned, a Notary Public in
and for said County, in the State of Illinois, do hereby certify that
Philip S. King

STATE OF ILLINOIS

Trust Officer

08-03-2014

Senior Justice Officer / Vice President

~~McHenry State Bank Under Trust #4215~~
~~As Trustee as aforesaid and not personally~~

OFFICE
Secretary, this

11th day of December

to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Trust

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto set on this 14th day of May, 1964.

It is understood and agreed that the Mortgage will not exercise its rights under this Assignment until after default in the said Association shall have been fully paid, at which time the Assignment and power of attorney shall terminate. The failure of the said Mortgage to exercise any right which it might exercise hereunder shall not be deemed a waiver by the

[illegible]

It is understood and agreed that the said Mortgagee shall have the power to use and apply said assets, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Mortgagee, 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, interest, principal and customary commissions to a real estate broker for leasing said premises.

The undersigned, as hereby irrevocably appoint the said Mortgagee the agent of the undersigned for the management of the Mortgagee and specially now certain leases and agreements now existing upon the property hereinabove described. The undersigned, and do hereby authorize the said Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suit in connection with said premises in its own name or in the name of the undersigned, and 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

and, whereas said Mortgagee is the holder of said mortgage and the note secured thereby:

and, whereas, said Mortgage is the holder of said mortgage and the note secured thereby:

The legal position.

This document is being re-recorded to correct a typographical error in

20596068

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FOR CORPORATE TRUSTEE

Assignment of Rem

0010

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UNOFFICIAL COPY

COOK COUNTY, ILLINOIS
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Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
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1988 MAR -8 PM 3:34

88096404

EXHIBIT "A"

That part of the Northeast Quarter of the Northwest Quarter of Section 2, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at a point of intersection of the centerline of Rand Road with the West line of the Northeast Quarter of the Northwest Quarter of Section 2, said point of intersection being 16.12 feet South of the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 2; thence Southeasterly along the centerline of Rand Road 504 feet to a point of beginning thence Southeasterly along the centerline of Rand Road 100 feet; thence Northeasterly in a straight line 665.60 feet to a point in the North line of said Section 2, that is 893.62 feet East of the Northwest corner of the Northeast Quarter of the Northwest Quarter of Section 2; thence West along the North line of Section 2 aforesaid, 145.94 feet; thence Southwesterly in a straight line 559.30 feet to a point of beginning (excepting therefrom that part lying North of the following described line, commencing at the intersection of the East line of aforesaid Northeast Quarter of the North West Quarter of Section 2 that is 70 feet South of and parallel with the North line of said Northeast Quarter, thence West parallel with said North line to a point 494 feet West of and 70 feet South of the Northeast corner of said Northeast Quarter, thence North at right angles to the last described line 10 feet; thence West parallel with the North line of said Northeast Quarter to the West line of the Northeast Quarter of the Northwest Quarter of said Section 2) in Cook County, Illinois.