

ASSIGNMENT OF RENTS

88214535

The undersigned Denler and Sons, Inc.

(1) Mortgagor

In consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns and transfers to

Heritage Broom Bank and Trust Company (2) Mortgagee
all rents, earnings, income and avails from the real estate described as follows:

Lot 4 (except the North 17 foot thereof and except the East 34.75 foot as measured on the South line of 159th Street) and Lot 5 (except the North 17 foot thereof) and The North 1/2 of Lot 6 in Block 1 in W.F. Kaiser and Company's Arbor Park, being a subdivision of the East 1/2 of the Northeast 1/4 of Section 21, Township 36 North, Range 13, East of the Third Principal Meridian (except railroad and that part lying Northwest of railroad), all in Cook County, Illinois.

#28-21-205-001
28-21-205-023
28-21-205-028

This document prepared by + MAIL TO
Anita J. Flusik for
Heritage Broom Bank and Trust Company
17500 S. Oak Park Ave.
Tinley Park IL 60477

DEPT-91 RECORDING \$12.25
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COOK COUNTY RECORDER

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now due or which may hereafter become due by virtue of any and all agreements or leases for the use or occupancy of said premises, or any part thereof, or to any deposits received in connection with letting of the same. It is agreed that such transfer and assignment shall be absolute.

Said assignment is given as additional security to secure the payment of the principal sum and interest upon a loan for \$ 46,000.00 , secured by a (2) Mortgage dated May 13, 1988 , conveying the aforesaid described premises, and which assignment shall remain in full force and effect until said loan, interest and other costs and charges provided shall be fully paid.

The within assignment shall not become operative until a default shall occur in the payment of the principal or interest or in the performance of the terms and obligations contained in said (2) Mortgage , and in the obligation secured thereby.

In the event of a default as aforesaid, the undersigned agree: the (3) Mortgagee , its agents or servants, may take possession of said real estate and hold, manage and control the same and the improvements thereon; make necessary repairs, replacements, alterations and improvements to said real estate as the (3) Mortgagee in its sole discretion may deem fit and necessary; may insure and reinsure said premises, lease and rent the same or any part thereof for such sums on such terms as Mortgagee or its agents shall see fit; and to collect and hold all rents, income and earnings derived from said premises, including deposits made and to be made, and which shall be applied in the sole discretion of the (3) Mortgagee in payment or on account of:

(1) Expenses of operating, maintaining, repairing, making replacements and alterations, the payment of taxes and assessments, insurance, and reasonable compensation for the services rendered by the (3) Mortgagee , its attorneys, agents, servants or other persons employed for services in connection with the maintenance, operations and management of said premises; and such other sums as may be required to indemnify (3) Mortgagee against any liability, loss or damage on account of any act done in good faith pursuant to the rights and powers granted hereunder.

(2) Interest, principal or other charges which have or may become due, from time to time, under the terms of the obligation secured by said (3) Mortgagee , without prejudice of the right to enforce any and all remedies which they have by reason of any default as aforesaid.

(3) Any deficiency which may be decreed against the undersigned in favor of the (3) Mortgagee

and when all of the aforesaid payments and disbursements have been made, any remaining surplus shall be paid to the undersigned.

The within assignment may be assigned, and all the provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In the event of a default the within assignment shall remain in full force and effect until any period of redemption following a sale in foreclosure proceedings has expired. A release of the (2) Mortgage securing said obligation shall operate as a release of the within instrument.

In Witness Whereof, the undersigned has executed the within Assignment this 13th day of May 1988 . Denler and Sons Inc.

James D. Denler Pres.
David P. Denler Treas.
Steven J. Denler Sec.

(1) "Mortgagor" or "Trustor"
(2) "Mortgage" or "Trust Deed"
(3) "Mortgagee" or "Trustee"

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STATE OF ILLINOIS }
COUNTY OF COOK }

JAMES S. DENLER DAVID J. DENLER STEVEN J. DENLER
personally appeared before me this day and acknowledged to be the same person whose names are subscribed to the foregoing instrument, and acknowledged that they signed and delivered the same as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 13th day of MAY 19 88

David L. Andrew
Notary Public

Property of Cook County Clerk's Office

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