

UNOFFICIAL COPY

ASSIGNMENT OF RENTS 88292241

15.00

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This indenture made July 1, 1988, witnesseth: That whereas, First United Trust Company as Successor Trustee to Oak Park Trust and Savings Bank as Trustee under Trust Agreement dated March 9, 1976, and known as Trust No. 7481, (hereinafter called mortgagors) have executed and delivered a certain mortgage dated July 1, 1988 and in the office of the Cook County, Illinois, on date of hereof (hereinafter called "mortgage"), conveying to The First Chicago Bank of Fox Valley the following described real estate located in Barrington Hills County of Cook, and State of Illinois, to-wit:

PARCEL ONE: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

PARCEL TWO: SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "B"

COOK COUNTY, ILLINOIS FILED FOR RECORD

1988 JUL -5 AM 11:14

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NOW, THEREFORE, in consideration of the disbursement to the mortgagors of the proceeds of the loan secured by said trust deed and for the purpose of further securing the payment of indebtedness secured thereby, and the performance by the mortgagors of their covenants and agreements therein contained, and in further consideration of the sum of One Dollar to the mortgagors in hand paid, receipt of which is hereby acknowledged, the mortgagors do hereby sell, assign, transfer and set over unto THE FIRST CHICAGO BANK OF FOX VALLEY, ST. CHARLES, IL, a corporation organized and existing under the laws of the State of Illinois, (hereinafter called "assignee"), all the rents, issues and profits of and arising from the premises, now due or which may hereafter become due under and by virtue of any lease, whether written or verbal, or by virtue of any agreement for the letting of, or the use or occupancy of, said premises or any part thereof, heretofore made or entered into by the mortgagors, or their predecessors in title or any persons claiming by, through or under them, or which shall hereafter be made or entered into by said mortgagors, or any subsequent owners of said premises, or persons claiming by, through or under them, or which shall hereafter be made or entered into by said assignee under the power hereby granted. Mortgagors further sell, assign, transfer and set over unto the assignee all their right, title and interests in and to all such leases and agreements now in force or hereafter made. Mortgagors shall upon request furnish to the assignee information concerning all leases of the premises or any part thereof hereafter made from time to time, and shall upon demand assign all interest in, and deliver executed copies of, all existing or future leases to the assignee. The mortgagors shall not consent to the cancellation or surrender of any lease or suffer or permit any party to be relieved of liability for the payment of rent or consent to a reduction of the amount of rent reserved thereunder, or in any way impair the security hereof without the express authorization of the assignee in each instance.

Mortgagors hereby grant to assignee the exclusive right to exercise, and to hereby irrevocably appoint the assignee the true and lawful attorney of the mortgagors to exercise, any and all of the following rights and powers:

- (1) To take possession of, operate, manage and control said premises and conduct the business thereof.
- (2) To take possession of all documents, books, records, papers and accounts of the mortgagors or then owners of the premises relating thereto.
- (3) To lease the premises or all or any portion thereof to any party or parties, at such rental and upon such terms as said assignee shall in its discretion determine (including leases for terms expiring beyond the maturity of the indebtedness secured by said mortgage or beyond the expiration of the statutory period of redemption from any sale)
- (4) To collect, sue for, receipt for, settle, compromise and give acquittances for all the rents, issues and profits hereby assigned.
- (5) To use such measures, legal or equitable, as in its discretion may be deemed proper or reasonable, to enforce the payment of such rents, issues and profits or to secure or maintain possession of said premises or any portion thereof, including an action or actions for the recovery of rent, an action or actions in forcible detainer, and an action or actions in distress for rent, and to cancel any leases or subleases or terminate any right of possession for any cause or on any ground which would entitle the mortgagors to cancel or terminate the same; it being the intention of the mortgagors to constitute said assignee landlord of said premises, for all intents and purposes, with all right which said mortgagors would have but for this assignment.
- (6) To sign the names of the mortgagors to all papers and documents in connection with the operation, management and control of said premises and the conduct of the business thereof.
- (7) To make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to said premises as to said assignee may seem judicious.
- (8) To insure said premises and all risks incidental to the assignee's possession and operation thereof.

9 and 11 Brinker Road / 7 Brinker Road, Barrington Hills, IL 60010  
01 03 101 014, 01 03 101 015, 01 03 101 026

71-56-9142

MARIA M. LAPLUME

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Assignee shall, after deducting the expenses of operating said real estate and of maintenance, repairs, renewals, replacements, alterations, betterments and improvements, and after the payment of all insurance premiums and the payment of just and reasonable compensation for the services of the assignee, and its attorneys, agents, clerks, servants and others employed by it for services rendered in connection with the operation management and control of said premises and conduct of the business thereof, and after setting aside reasonable reserves, in an amount to be determined in the sole discretion of the assignee, for any and all of the foregoing purposes, apply the residue, if any, of the monies arising (a) to the payment of or setting aside of reasonable reserves, in an amount to be determined in the sole discretion of the assignee, for the payment of taxes, special assessments, water rates and other governmental charges and impositions levied or to be levied upon said premises, (b) to the payment of or setting aside of reasonable reserves, in an amount to be determined in the sole discretion of the assignee, for the payment of interest and principal or other indebtedness secured by said mortgage, and (c) to the remedying of any default existing under the mortgage, such application to be made upon said various items in the order said assignee may determine. The amount remaining after payments have been made or reserves set aside, as above provided, shall be paid to the mortgagors.

Neither the execution and delivery hereof, nor the exercise by the assignee of any of the rights and powers herein granted, shall relieve the mortgagors from the performance of any of the obligations, covenants or agreements to be performed by said mortgagors, their successors and assigns, contained in said mortgage or in any lease or leases of said premises or any part thereof, nor shall said mortgagors be relieved from any liability for damages on account of injuries sustained by any person or persons on, in or about said premises, for which said mortgagors would be liable but for this assignment. Said mortgagors further understand and agree that the assignee is acting solely as the agent of said mortgagors in whatever said assignee may do in connection with the premises, and said assignee assumes no liability in any other capacity.

The rights and powers of the assignee hereunder may be assigned by instrument in writing to any holder or holders of the note or notes secured by said mortgage and may be by such holder or holders successively assigned, and such assignee and any successive assignees are hereby given the same rights and powers as the assignee named herein to the same extent as though in each instance specifically named.

No remedy or right herein conferred upon or reserved to the assignee is intended to be to the exclusion of any other remedy or right of such assignee or of the trustee under said mortgage, or holders of the note secured thereby, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder, or given in said mortgage or the note secured thereby, relating to the indebtedness secured thereby and now or hereafter existing, at law or in equity.

This assignment is to remain in full force and effect and to be binding upon the heirs, legal representatives, successors and assigns of the mortgagors until the indebtedness secured by said mortgage shall be fully paid and said mortgage released, and until all bills, liabilities and expenses incurred by the assignee by virtue of the authority herein contained shall have been fully paid, or until such time as this instrument may be voluntarily released by the assignee or its successors or assigns.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall exist under the terms and provisions

This Assignment of Rents is executed by FIRST UNITED TRUST COMPANY 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 FIRST UNITED TRUST COMPANY 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 FIRST UNITED TRUST COMPANY, 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 and hereafter claiming any right or security hereunder and that so far as FIRST UNITED TRUST COMPANY, 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, First United Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this

1<sup>st</sup> day of July, 19 88.

FIRST UNITED TRUST COMPANY,  
as Trustee as aforesaid and not personally

ATTEST:

BY:   
Assistant Vice President

  
Assistant Secretary

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Property of Cook County Clerk's Office

of said mortgage.

The words "mortgagors" and "assignee" shall be deemed to include the respective heirs, legal representatives, successors and assigns of the parties, and said words and any and all personal pronouns shall be taken to include singular and plural nouns or pronouns and masculine, and feminine and neuter gender, as may fit the case.

IN WITNESS WHEREOF, the mortgagors have hereunto affixed their hands and seals, the day and year first above written.

(SEAL) BY: Charles J. Park, Asst. Vice (SEAL)  
First United Trust Company as Successor Trustee to  
Oak Park Trust and Savings Bank as Trustee under  
(SEAL) Trust Agreement dated March 9, 1976 (SEAL)  
and known as Trust No. 703

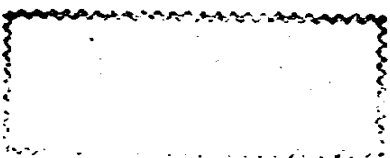
Ted W. Hardison

STATE OF ILLINOIS } SS.  
COUNTY OF KANE

I, Kelley Sue Carlson, a Notary Public in and for said County,  
in the State aforesaid, DO HEREBY CERTIFY THAT Charles J. Park, Asst. Vice  
President and Ted W. Hardison Secretary

who are personally known to me to be the same person whose name is GP subscribed to the  
foregoing instrument, appeared before me this day in person and acknowledged that they  
signed, sealed and delivered the said Instrument as their free and voluntary act,  
for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal 1st day of July, A.D. 1992  
My commission expires March 24 1992



Kelley Sue Carlson  
Notary Public

Mail to: First Chicago Bk of  
Fox Valley  
520 Dunham Rd  
St Charles, Ill 60174  
BOX 333-CC

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Assistant Secretary

ATTEST:

Assistant Vice President

FIRST UNITED TRUST COMPANY,  
as Trustee as aforesaid and not personally

IN WITNESS WHEREOF, First United Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 15 day of July, 1988.

This assignment of rents is executed by FIRST UNITED TRUST COMPANY 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 FIRST UNITED TRUST COMPANY 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 FIRST UNITED TRUST COMPANY, 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 and hereafter claiming any right or security hereunder and that so far as FIRST UNITED TRUST COMPANY, 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.

No remedy or right hereunder conferred upon or reserved to the assignee is intended to be to the exclusion of any other remedy or right of such mortgagee or of the trustee under said mortgage, or holders of the note secured thereby, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder, or given in said mortgage, or the note secured thereby, relating to the indebtedness secured thereby and now or hereafter existing, at law or in equity.

The rights and powers of the assignee hereunder may be assigned by instrument in writing to any holder or holders of the note or notes secured by said mortgage and may be by such holder or holders successively assigned, and such assignee and any successive assignees are hereby given the same rights and powers as the assignee named herein to the same extent as though in each instance specifically named.

Neither the execution and delivery hereof, nor the exercise by the assignee of any of the rights and powers herein granted, shall relieve the mortgagees from the performance of any of the obligations, covenants or agreements to be performed by said mortgagees, their successors and assigns, contained in said mortgage or in any lease or leases of said premises or any part thereof, nor shall said mortgagees and assigns, contained in said mortgage or in any lease on account of injuries sustained by any person or persons on, in or about said premises, for which said mortgagees would be liable but for this assignment. Said mortgagees further understand and agree that the assignee is acting solely as the agent of said mortgagees in whatever said assignee may do in connection with the premises, and said assignee assumes no liability in any other capacity.

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## EXHIBIT "A"

THAT PART OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
BEGINNING ON THE CENTERLINE OF BRINKER ROAD AT A POINT ON SAID CENTERLINE, 508.00 FEET (AS MEASURED ALONG SAID CENTERLINE) SOUTH OF THE NORTH LINE OF SAID SECTION 3; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 246.91 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.95 FEET; THENCE SOUTH 59 DEGREES 13 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 7.51 FEET; THENCE NORTH 37 DEGREES 05 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 53 DEGREES 13 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 64.60 FEET; THENCE SOUTH 37 DEGREES 10 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 33.39 FEET; THENCE SOUTH 41 DEGREES 57 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 43.89 FEET; THENCE SOUTH 51 DEGREES 37 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 68.13 FEET; THENCE SOUTH 51 DEGREES 19 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 79.07 FEET; THENCE SOUTH 59 DEGREES 35 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 75.01 FEET; THENCE SOUTH 55 DEGREES 54 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 46.84 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 26.64 FEET; THENCE SOUTH 23 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 35.20 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 44.38 FEET; THENCE SOUTH 23 DEGREES 53 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 95.08 FEET; THENCE SOUTH 57 DEGREES 00 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 115.45 FEET; THENCE SOUTH 43 DEGREES 29 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 178.93 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 256.36 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 37.10 FEET; THENCE NORTH 02 DEGREES 56 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 350.00 FEET; THENCE NORTH 26 DEGREES 55 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 459.54 FEET AS MEASURED (NORTH 26 DEGREES 35 MINUTES WEST 453.01 FEET PER DEED); THENCE NORTH 40 DEGREES 41 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 130.71 FEET AS MEASURED (NORTH 40 DEGREES 42 MINUTES 10 SECONDS WEST 130.60 FEET PER DEED); THENCE NORTH 73 DEGREES 59 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 183.63 FEET AS MEASURED (NORTH 74 DEGREES 05 MINUTES 30 SECONDS WEST 183.41 FEET PER DEED); THENCE NORTH 00 DEGREES 02 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 202.81 FEET AS MEASURED (DUE NORTH 199.0 FEET PER DEED); THENCE SOUTH 89 DEGREES 39 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 219.54 FEET AS MEASURED (SOUTH 89 DEGREES 38 MINUTES WEST 220.0 FEET PER DEED) TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT "B"

THAT PART OF THE NORTH WEST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE CENTER LINE OF BRINKER ROAD AT A POINT ON SAID CENTER LINE, 754.91 FEET (AS MEASURED ALONG SAID CENTERLINE) SOUTH OF THE NORTH LINE OF SAID SECTION 3; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.95 FEET; THENCE SOUTH 53 DEGREES 13 MINUTES 35 SECONDS EAST, FOR A DISTANCE OF 73.51 FEET; THENCE NORTH 37 DEGREES 05 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 53 DEGREES 13 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 64.60 FEET; THENCE SOUTH 37 DEGREES 10 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 33.39 FEET; THENCE SOUTH 41 DEGREES 57 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 43.89 FEET; THENCE SOUTH 51 DEGREES 37 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 68.13 FEET; THENCE SOUTH 61 DEGREES 19 MINUTES 31 SECONDS EAST FOR A DISTANCE OF 79.07 FEET; THENCE SOUTH 59 DEGREES 35 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 75.01 FEET; THENCE SOUTH 55 DEGREES 54 MINUTES 47 SECONDS EAST FOR A DISTANCE OF 46.84 FEET; THENCE SOUTH 58 DEGREES 29 MINUTES 52 SECONDS EAST FOR A DISTANCE OF 26.64 FEET; THENCE SOUTH 23 DEGREES 52 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 35.20 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES 03 SECONDS EAST FOR A DISTANCE OF 44.38 FEET; THENCE SOUTH 23 DEGREES 53 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 55.08 FEET; THENCE SOUTH 51 DEGREES 00 MINUTES 09 SECONDS WEST FOR A DISTANCE OF 115.45 FEET; THENCE SOUTH 43 DEGREES 29 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 178.93 FEET; THENCE SOUTH 35 DEGREES 27 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 256.36 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 62.90 FEET; THENCE NORTH 43 DEGREES 05 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 194.46 FEET AS MEASURED (NORTH 43 DEGREES 05 MINUTES 30 SECONDS WEST 194.46 FEET PER DEED); THENCE NORTH 82 DEGREES 27 MINUTES 30 SECONDS WEST FOR A DISTANCE 489.00 FEET AS MEASURED (NORTH 82 DEGREES 27 MINUTES 10 SECONDS WEST 489.00 FEET PER DEED); TO A POINT ON SAID CENTERLINE OF BRINKER ROAD; THENCE NORTH 01 DEGREES 26 MINUTES 50 SECONDS WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 109.28 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 535.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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