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ASSIGNMENT OF RENTS



Chicago, Illinois
7-25, 19 88

KNOW ALL MEN BY THESE PRESENTS THAT Eduardo Costales and Magdalena Costales (hereinafter referred to as the "Borrower"), in consideration of Ten and 00/100 Dollars (\$10.00), and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer and set over unto **COMMERCIAL NATIONAL BANK OF CHICAGO**, a National Banking Association (hereinafter referred to as the "Bank"), its successors and assigns, all the rents, earnings, income, 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, sale or occupancy of, any part of the real estate and premises hereinafter described which the Borrower may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Bank 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 Bank, all relating to the real estate and premises situated in the County of Cook and described as follows, to wit:

Lot 1 in A. S. Terrill's subdivision of Lot 6 in Superior Court Partition of north 1/4 of the south east 1/4 of section 13, Township 40 north, Range 13 east of the third principal meridian, in Cook County, Illinois.

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PIN 1313-401-016
2519 N MONTROSE, CHGO, ILL.

hereby releasing and waiving all rights, if any, of the Borrower under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This instrument is given to secure payment of the principal sum and the interest of or upon that certain promissory note dated July 25, 1988, in the original principal amount of Twenty-Five Thousand Dollars and no/100 (hereinafter referred to as the "Note") secured by a Mortgage of even date herewith in favor of the Bank (hereinafter referred to as the "Mortgage") and filed for record in the Recorder's Office of Cook County Illinois, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until the Note and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under the Note and the 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 Mortgage and/or the Note.

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Without limitation of any of the legal rights of the Bank as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, the Borrower hereby covenants and agrees that in the event of any default by the Borrower under the Mortgage, the Borrower will, whether before or after the Note secured by the Mortgage is declared to be immediately due in accordance with the terms of the Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith, upon demand of the Bank, surrender to the Bank, and the Bank 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, as 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 the holder or holders of the indebtedness secured by the 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 of the Borrower relating thereto, and may exclude the Borrower, 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 mortgage 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 as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcel and for such times and on such terms as it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Borrower to cancel the same, and in every such case the Bank 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 Bank 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 property charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Bank 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 Bank 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 the Bank hereunder, the Bank may apply any and all monies arising as aforesaid:

- (1) To the payment of interest on the principal and overdue interest on the principal and overdue interest on the Note secured by the Mortgage, at the rate therein provided;
- (2) To the payment of the interest accrued and unpaid on the Note;
- (3) To the payment of the principal of the Note 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 Mortgage above referred to; and
- (5) To the payment of the balance, if any, after the payment in full of the items hereinabove referred to in (1), (2), (3) and (4) to the Borrower.

This instrument shall be assignable by the Bank and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representative, successors and assigns of each of the parties hereto.

The failure of the Bank, or any of its agent or attorneys, successors or assigns, to avail 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 the Bank, 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 exercise the powers hereunder, at any time or times that shall be deemed fit.

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