

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

Barrington, Illinois September 14, 1989

83444309

Know all Men by these Presents, that HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, a National Banking Association, not personally but as 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 September 13, 1989 and known as

its trust number 11-4268 (hereinafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Harris Bank Barrington, N.A. (hereinafter called the Assignee),

all the rents, earnings, income, issues and profits, if any, 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 oral, 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 Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee

under the powers heretofore granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make an establishment hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County

of Cook and described as follows, to wit:

See Legal Attached

PARCEL 1: THAT PART OF THE LAST HALF OF LOT 1 OF THE GOVERNMENT DIVISION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF HIDDEN VALLEY SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF HIDDEN VALLEY SUBDIVISION 1316.22 FEET TO A POINT IN THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 3; THENCE SOUTH 0 DEGREES 01 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 3, FOR 500 FEET; THENCE WEST 835.19 FEET; THENCE NORTH 267 FEET; THENCE WEST 168.22 FEET; THENCE NORTH 59 DEGREES 41 MINUTES 37 SECONDS WEST 138.92 FEET; THENCE WEST 192.97 FEET TO A POINT IN THE WEST LINE OF THE EAST HALF OF SAID GOVERNMENT LOT 1 THAT IS 163 FEET SOUTH OF THE SOUTHWEST CORNER OF HIDDEN VALLEY SUBDIVISION; THENCE NORTH 0 DEGREES 00 MINUTES 40 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF SAID GOVERNMENT LOT 1 FOR 163 FEET TO THE POINT OF BEGINNING.

PARCEL 2: THAT PART OF THE EAST HALF OF LOT 1 OF THE GOVERNMENT DIVISION OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF HIDDEN VALLEY SUBDIVISION; THENCE SOUTH 0 DEGREES 00 MINUTES 40 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE GOVERNMENT LOT 1 FOR 163 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 0 DEGREES 00 MINUTES 40 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF SAID GOVERNMENT LOT 1 FOR 240.41 FEET TO THE MOST NORTHERLY CORNER OF LOT 12 IN DUNHAVEN-WOODS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1947 AS DOCUMENT 13997863; THENCE NORTH 66 DEGREES 48 MINUTES 20 SECONDS EAST FOR 71.82 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 40 SECONDS WEST FOR 212.09 FEET; THENCE WEST FOR 66 FEET TO THE POINT OF BEGINNING.

PERMANENT INDEX NUMBER: 02-03-107-005

shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense 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 Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee 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 Assignee 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 Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

- (1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided;
- (2) interest accrued and unpaid on the said note or notes;
- (3) the principal of said note or notes from time to time remaining outstanding and unpaid;
- (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and
- (5) the balance, if any, to the Assignor.

89-3007

89444309

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UNOFFICIAL COPY

Box No. _____

Assignment of Rents

HARRIS BANK BARRINGTON,
NATIONAL ASSOCIATION

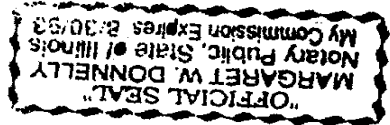
as Trustee

TO

Barry H

89444309

HARRIS BANK BARRINGTON,
NATIONAL ASSOCIATION
201 South Grove Avenue
BARRINGTON, ILLINOIS



Notary Public

GIVEN under my hand and Notarial Seal this _____ day of _____ A.D. 19 81

Harris Bank Barrington, National Association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such LAND TRUST OFFICER and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing 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 Trust Officer, then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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.

of Harris Bank Barrington, National Association and JOHN A. MUCHONEY, TRUST OFFICER of _____ a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that _____ Penelope M. Johns, Land Trust Officer

STATE OF ILLINOIS

COUNTY OF Cook

ss.

By: _____ HARRIS BANK BARRINGTON N.A.

to Trustee

note described in the within mentioned Trust Deed

This is to certify that this is the Promisor

as Trustee as aforesaid and not personally.

HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION

IN WITNESS WHEREOF, Harris Bank Barrington, National Association, not personally but as Trustee as aforesaid, has caused these presents to be signed by its LAND TRUST OFFICER, and its corporate seal to be hereunto affixed and attested by its Trust Officer, _____, at the place and on the date first above written.

THIS ASSIGNMENT OF RENTS, is executed by Harris Bank Barrington, National Association, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or Note or Notes contained shall be construed as creating any liability of Harris Bank Barrington, National Association personally to pay the said Note or Notes or any interest thereon, or any indebtedness accruing thereunder or expressly waived by said Note or Notes or any agreement or covenant or implied herein or therein contained, all such liability, if any, being hereunder, or to be formed by any agreement or covenant or implied herein or therein contained. So far as Harris Bank Barrington, National Association is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

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

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce 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 rights under the terms hereof but said Assignee or the agents, attorneys, successors or assigns of the Assignee 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.

This instrument shall be assignable by Assignee, 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.

DEPT-01 RECORDING 13.00
122222 TRAN 1143 09/20/89 13:00:00
67374 * 89-443367
COOK COUNTY RECORDER

UNOFFICIAL COPY

This instrument shall be assignable by Assignee, 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 Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce 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 rights under the terms hereof but said Assignee or the agents, attorneys, successors or assigns of the Assignee 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.

The release of the Trust Deed or Mortgage securing said note shall *ipso facto* operate as a release of this instrument.

DEPT-01 RECORDING
122222 TRAM 1143 09/20/89 13:00
#7374 # 89-444 509
COOK COUNTY RECORDER

THIS ASSIGNMENT OF RENTS, is executed by Harris Bank Barrington, National Association, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Harris Bank Barrington, National Association personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Harris Bank Barrington, National Association, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, Harris Bank Barrington, National Association, not personally but as Trustee as aforesaid, has caused these presents to be signed by its LAND TRUST OFFICER, and its corporate seal to be hereunto affixed and attested by its Trust Officer, at the place and on the date first above written.

This is to certify that this is the Promissory note described in the within mentioned Trust Deed to Trustee Identification No. 9671

HARRIS BANK BARRINGTON N.A.

By: Richard J. Reesque

HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION as Trustee as aforesaid and not personally.

BY: Penelope M. Johns, Land Trust Officer

ATTEST: John A. Muchoney, Trust Officer

STATE OF ILLINOIS }
COUNTY OF Cook } ss. I, Penelope M. Johns, Land Trust Officer a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that

Penelope M. Johns, Land Trust Officer of Harris Bank Barrington, National Association and John A. Muchoney, Trust Officer of Harris Bank Barrington, National Association, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such LAND TRUST OFFICER and Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing 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 Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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.

GIVEN under my hand and Notarial Seal this 14th day of September A.D. 19 89

Margaret W. Donnelly
Notary Public



Box No. _____
Assignment of Rents
HARRIS BANK BARRINGTON,
NATIONAL ASSOCIATION
as Trustee
TO Bof 14
89444309
HARRIS BANK BARRINGTON,
NATIONAL ASSOCIATION
201 South Grove Avenue
BARRINGTON, ILLINOIS

ALONG THE WEST LINE OF THE EAST HALF OF SAID GOVERNMENT LOT 1 FOR 240.41 FEET TO THE MOST NORTHERLY CORNER OF LOT 12 IN DUNHAVEN-HOODS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 18, 1947 AS DOCUMENT 13997863; THENCE NORTH 66 DEGREES 46 MINUTES 20 SECONDS EAST FOR 71.82 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 440 SECONDS WEST FOR 212.09 FEET; THENCE WEST FOR 66 FEET TO THE POINT OF BEGINNING.