

UNOFFICIAL COPY

ASSIGNMENT OF REALTY

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89468758

Bridgeview, Illinois, September 27, 1989

Know all Men
by these Presents,

that BRIDGEVIEW BANK AND TRUST COMPANY

an Illinois Corporation, 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 January 14, 1988 and known as its trust number L-1637 (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 Bridgeview Bank & Trust Company

(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 hereinafter 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 and establish 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 rider attached and made a part hereof

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This instrument is given to secure payment of the principal sum of four hundred sixty thousand and no/100ths (\$460,000.00) Dollars, and interest upon a certain loan secured by Mortgage or Trust Deed to Bridgeview Bank & Trust Company

as Trustee or Mortgagee dated January 14, 1988 and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said Trust Deed or 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 Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are required to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to enforce the lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and 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 said Trust Deed or 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 relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and may, at the business thereof, Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as to the Assignee shall deem best. Assignee 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.

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Box No. 206

Assignment of Rents

BRIDGEVIEW BANK AND TRUST COMPANY

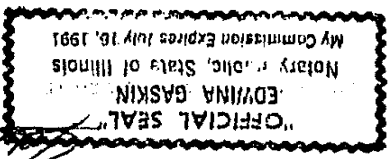
as Trustee TO

1989 OCT - 4 PM 12: 50
JUDICIAL RECORD
COOK COUNTY, ILLINOIS

89468758

BRIDGEVIEW BANK AND TRUST COMPANY

7940 South Harlem Avenue
Bridgeview, Illinois 60455



GIVEN under my hand and Notarial Seal this 27th day of September, A.D. 1989
I, Edwina Gaskin, a Notary Public in and for said County, in the State aforesaid, Do hereby Certify that Marie Arnold, Vice-President of BRIDGEVIEW BANK AND TRUST COMPANY and David Altepeter, Secretary of BRIDGEVIEW BANK AND TRUST COMPANY who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Secretary, 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 herein set forth; and the said Secretary 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 its own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes herein set forth; and the said Secretary, 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 herein set forth; and the said Secretary 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 its own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes herein set forth.

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STATE OF ILLINOIS
COUNTY OF COOK

BY: *Marie Arnold*
Vice President
ATTEST: *David J. Altepeter*
Secretary
BRIDGEVIEW BANK AND TRUST COMPANY
as Trustee as aforesaid and not personally, under Trust No. 1-1697

IN WITNESS WHEREOF, BRIDGEVIEW BANK AND TRUST COMPANY 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 Secretary, in the presence and on the date first above written.

THIS ASSIGNMENT OF RENTS, is executed by Bridgeview Bank and Trust Company, Bridgeview, Illinois, 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 Bridgeview Bank and Trust Company personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereafter, or to perform any agreement or to claim any right or security hereunder, or any liability, if any, being expressly waived by Assignee and by Assignee hereunder or hereafter claiming any right or security hereunder. So far as Bridgeview Bank and Trust Company 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 hereafter, 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.

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

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Volume: 191

Permanent Tax Number 8 89468758 1931-300-222

The South 25 feet of the West 100 feet of Lot 7 and the West 100 feet of Lot 8 in the subdivision of the South 1/2 of Lot 156 (except the West 17 feet thereof) in Frederick II, Bartlett's First Addition to Frederick H. Bartlett's 79th Street Acres, being a subdivision of the West 1/2 of the South East 1/4 of Section 31 and the West 1/2 of the Northwest 1/4 of said Section 31, and the West 1/2 of the South East 1/4 of said Section 31, Township 38 North, Range 13 East of the Third Principal Meridian, and the East 1/2 of the South East 1/4 of Section 36, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded May 12, 1950 as Document Number 14,799,684 in Cook County, Illinois.

EXHIBIT A - LEGAL DESCRIPTION

P.L.N. 19-01-200-080 Common Address: 1901 S. Archer Chicago, IL

Principal Meridian, in Cook County, Illinois, ***
1/4 of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, and subdivision of part of the West 1/2 of the North East 1/4 of Section 31, Township 38 North, Range 13 East of the Third Principal Meridian, and the West 1/2 of the Northwest 1/4 of said Section 31, and the West 1/2 of the South East 1/4 of said Section 31, Township 38 North, Range 13 East of the Third Principal Meridian, and the East 1/2 of the South East 1/4 of Section 36, Township 38 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded May 12, 1950 as Document Number 14,799,684 in Cook County, Illinois.

P.L.N. 27-10-100-051 Common Address: 4315 S. LaGrange Rd. O'Hare Park, IL 60462

beginning, all in Cook County, Illinois, ***
of LaGrange Road for a distance of 211.5 feet to the point of
40 minutes 49 seconds East along the westerly right of way line
of LaGrange Road an previously defined change North 0 degrees
distance of 300 feet to a point in the westerly right of way line
change South 89 degrees 53 minutes 00 seconds West, for a
distance of 49 seconds West, for a distance of 216.5 feet to a point
for a distance of 500 feet to a point change South 0 degrees 48
seconds East along a continuation of the last described course,
an Document Number 1015582, change North 89 degrees 53 minutes 00
of way line of LaGrange Road as dedicated on September 24, 1928
of beginning (said point being also located in the westerly right
distance of 44.39 feet for a point
change due South along the West line of Section 10, for a
commencing at the North West corner of said North West 1/4;
Principal Meridian, being now particularly described as follows:
of Section 10, Township 38 North, Range 12, East of the Third
described parcel of land, to-wit: That part of the North West 1/4
2401057 over and across the South 33 feet of the following
January 19, 1979 and recorded January 22, 1979 as Document Number
Trustees Deed to Parkline Cafe and Steak, Incorporated, dated
appurtenant to and for the benefit of Parcel 1, as reserved in
Non Exclusive, perpetual easement for ingress and egress
Parcel 2;
County, Illinois.
North, Range 12, East of the Third Principal Meridian, in Cook
West 309.28 feet of the North West 1/4 of Section 10, Township 38
North West 1/4 of Section 10) of the North 808.95 feet of the
The South 125.78 feet (as measured along the West line of the

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