A-2126

BFC FORMS 125184

UNOFFICIAL ACOPY 89619353

| have executed and delivered a certain mortgage dated December 20, 1989 and REGURGEA in the office of the Recorder of Cook Cook County, Illinois, of date of hereof Cherelander called "mortgage", conveying to The First Chicage Bank of St. Charles Cook Cook St. Charles The Schaumburg Cook Cook St. Charles The Schaumburg Cook St. Charles The Schaumburg Cook Cook St. Charles The Schaumburg Cook Cook St. Charles The Schaumburg Cook Cook St. Charles The Schaumburg Cook Cook Cook Cook St. Charles The Schaumburg Cook Cook Cook Cook St. Charles The Schaumburg Cook Cook Cook Cook Cook Cook Cook Coo | | | | , (he | reinafter called mortgagors |
|--|---|---|--|--|---|
| Bank of St. Charles Schaumburg County of Cook, and State of Illinois for the following described real estate locate in Schaumburg County of Cook, and State of Illinois for the following described real estate locate in Schaumburg County of Cook, and State of Illinois for the following described real estate locate in County in County of Cook, and State of Illinois for the following described real estate locate for the following described for the following described for the following described for the following described for following described following describ | and recorded | in the office of th | ne <u>Recorder</u> | of Cook | County, Illinois, o |
| in Schaumburg County of Cook. and State of Illinoi to-wit: PARCEL 1: UNIT NUMBER 3 IN AREA NUMBER 4 IN LOT 5. IN SHEFFIELD TOWN UNIT NUMBER 3. BEING A SUBDIVISION OF FART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 17. TOWNSRIP 4 NORTH, RANGE 10 EAST OF THE THEOR PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1971 AS DOCUMENT NUMBER 21487751 IN COOK COUNTY, ILLINOIS PARCEL 11: EASEMENT APPURTNANT TO THE ABOVE DESCRIBED REAL ESTATE AS PETINED IN DECLARATION RECORDED OCTOBER 23, 1970 AS DOCUMENT NUMBER 21298600 AND AMENDED BY DECLARATION RECORDED DECRMER 7. 1970 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1971 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1970 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1971 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1971 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1971 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1971 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1971 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1970 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1970 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1970 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1970 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1970 AS DOCUMENT NUMBER 21397105 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1970 AS DOCUMENT NUMBER 23. 1970 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1970 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1970 AND AMENDED BY DECLARATION RECORDED SEPTEMBER 7. 1970 AND AMENDED SEPTEMBER 7. 1970 AND AMENDED SEPTEMBER 7. 19 | date of | hereof (herein | nafter called "mort | tage"), conveying to \pm | He Frist Unitago |
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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 prips so of further securing the payment of indebtedness, secured thereby, and the performance by the mortgagors of the prips so of further securing the payment of indebtedness, secured thereby, and the performance by the mortgagors of the ric ocvenants and agreements therein contained, and intrinse contained thereby, and the nerby sell, assign, transfer and set over ut to THE FIRST CHICAGO BANK OFST CHARLES, IL, a corporation organized and existing under the asy so the State of Illinois, thereinafter called "assigned"), all the rents, sisues and profits of and arising from the premier, 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, any subsequent owners of said premises, or persons laining by, through or under them, or which any hereafter be made or entered into by said mortgagors in title on any persons claiming by, through or under them, or which any thereafter 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 termination of any plant 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 use gase. The mortgagors shall not consent to the cancellation of surrender of any lease or suffer or permit any party to se relieved of liability of the payment of rent or soment to a reduction of the amount of rent reserved thereunder, or many any any many the security hereof without the express authorization of the amount of rent reserved thereunder, or man | 3, BEING A SUBD 17, TOWNSHIP 41 TO THE PLAT THE COUNTY, ILLINOIS ESTATE A PEFIN 21298600 AND AMI 21337105 AND AMI | IVISION OF PART NORTH, RANGE 10 REOF RECORDED MA' S. PARCEL II: EA ED IN DECLARATION ENDED BY DECLARA' ENDED BY DECLARA' | OF THE WEST 1/2 EAST OF THE THE THE SEMENT APPURTED THE TOTAL TOTA | OF THE NORTHWES IRD PRINCIPAL ME OCUMENT NUMBER 2 ANT TO THE ABOVE BER 23, 1970 AS ECEMBER 7, 1970 | I 1/4 OF SECTION RIDIAN, ACCORDING 1487751 IN COOK DESCRIBED REAL DOCUMENT NUMBER AS DOCUMENT NUMBER |
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| (7) To make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments at 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. | (6) To sign the agement and control of | names of the mortgag f said premises and th | ors to all papers and ie conduct of the bus | documents in connect iness thereof. | on with the operation, ma |
| (8) To insure said premises and all risks incidental to the assignee's possession and operation thereof. | (7) To make all improvements to said | necessary or proper i | repairs, renewals, re saignee may seem ju | placements, alterations licious. | , additions, betterments ar |
| FOX TITLE COMPANY FOX TITLE COMPANY | · · · · · · · · · · · · · · · · · · · | | | CONTRACT CONTRACTOR OF THE STATE OF | |

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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, convenants or agreements to be performed by said mortgagors, their successors and assigns, contained in said mortgago 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. Lut for this assignment. Said mortgagors further understand and agree that the assignee is acting solely as the about of said mortgagors in whatever said assignee may do in connection with the premises, and said assignee assume no liability in any other capacity.

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

No remedy or right here: 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 fun increased effect and to be binding upon the heirs, legal representatives, successors and assigns of the mortgagors unit the indebtedness secured by said mortgago shall be fully paid and said mortgago released, and until all bills, liab lities and expenses incurred by the assignee by virtue of the authority herein contained shall have been fully paid, or unit 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 for trary 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 of said mortgage.

The words "mortgagors" and "assignee" shall be deemed to 'ne ude 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 femine and leuter 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.

6:00

| Cappy Haffman | | | |
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| Bobbi S. Hoffman | (SEAL) | | (SEAL) |
| and the second of the second o | (SEAT/V | DEPT-01 RECOR |) ing 1989 - 12/28(838 A1 5): 1 |
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| STATE OF ILLINOIS | st i de de la proposition de la communicación de la communicación de la communicación de la communicación de l La communicación de la communic | ina kalendari k | |
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| I, the undersigned | | _, a Notary Public in a | nd for said County, |
| in the State aforesaid, DO HEREBY CER | TIFY THAT Bobbi S | S. Hoffman, Spinst | er |
| | and a large of the second | | 61 9353 |
| <u> </u> | The state of the s | 1s | |
| who are personally known to me to be the sa | | | subscribed to the |
| foregoing instrument, appeared before me t | | | |
| signed; sealed and delivered the said Instru for the uses and purposes therein set forth. | iment asher_ | iree | and voluntary act, |
| GIVEN under my hand and Notarial Se | | Janamhar | , A.D. 19_eo |
| My commission expires TUT 8 | 19 91 | Jecomost . | - ζ |
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| | | Notary Public, St. Kane Co | ate of Illinois |
| | | My Commission Expir | en July 8, 1991 |