

72-05950 3893 micheleto F2

KNOW ALL MEN BY THESE PRESENTS, that MARK A. ISLEY AND CONSTANCE M. ISLEY, HIS WIFE of the CITY of CHICAGO, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of ONE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED FIFTY- AND 0/100 Dollars (\$ 161,250.00), executed a mortgage of even date herewith, mortgaging to

INLAND MORTGAGE CORPORATION

hereinafter referred to as the Mortgagee, the following described real estate:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS THOUGH FULLY STIPULATED AT LENGTH HEREIN. PERM. TAX #17-03-220-020-1437, VOL. 496. COMMON ADDRESS: 175 E. DELAWARE PLACE UNIT #6812

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and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer, and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name(s) of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commission, to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 28TH

day of APRIL A. D., 19 89 Mark A. Isley (SEAL) MARK A. ISLEY (SEAL)

Constance M. Isley (SEAL) CONSTANCE M. ISLEY (SEAL)

STATE OF ILLINOIS COUNTY OF COOK } ss.

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARK A. ISLEY AND CONSTANCE M. ISLEY, HIS WIFE personally known to me to be the same person whose name ARE subscribed to the foregoing instrument.

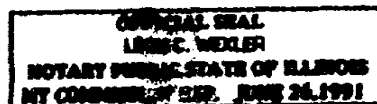
appeared before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28th day of APRIL, A.D. 19 89

BOX 333 - GG

Notary Public signature

THIS INSTRUMENT WAS PREPARED BY: mail to: INLAND MORTGAGE CORPORATION 2901 BUTTERFIELD ROAD OAK BROOK, ILLINOIS 60521 PREPARER: ERIC J. WEBB



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COOK COUNTY CLERK'S OFFICE
110 N. LA SALLE ST.
CHICAGO, ILL. 60601
TEL: 312-603-3000

LEGAL DESCRIPTION

UNIT 6812 OF THE 175 EAST DELAWARE PLACE CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCELS OF REAL ESTATE (HEREINAFTER REFERRED TO COLLECTIVELY AS 'PCL'):

PARTS OF THE LD, PROP, AND SPACE BELOW, AT AND ABOVE THE SURFACE OF THE EARTH, LOCATED WITHIN THE BOUNDARIES PROJECTED VERTICALLY UPWARD AND DOWNWARD FROM THE SURFACE OF THE EARTH, OF A PARCEL OF LD COMPRISED OF LOT 17 (EXCEPT THE EAST 16 FEET THEREOF) AND ALL OF LOTS 18 TO 28, INC, IN LAKE SHORE DRIVE ADDITION TO CHICAGO, A SUBDIVISION OF PART OF BLOCKS 14 AND 20 IN CANAL TRUSTEE SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO LOTS 1 TO 4 INCLUSIVE, IN COUNTY CLERK'S DIVISION OF THE WEST 300 FEET OF THAT PART OF LOTS 16, 17, 18 AND 19 OF BLOCK 14 LYING EAST OF THE LINCOLN PARK BOULEVARD IN THE CANAL TRUSTEE SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF FRACTIONAL SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, CONVEYED BY DEED DATED JULY 27, 1973 AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JULY 30, 1973 AS DOCUMENT NUMBER 22418957, FROM JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, CORPORATION OF MASSACHUSETTS, TO LA SALLE NATIONAL BANK, NATIONAL BANKING ASSOCIATION, NOT INDIVIDUALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1973 AND KNOWN AS TRUST NUMBER 45450; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR 175 EAST DELAWARE PLACE, CHICAGO, ILLINOIS, MADE BY LA SALLE NATIONAL BANK, NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1973 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22434263; TOGETHER WITH AN UNDIVIDED .09805 PERCENT INTEREST IN THE PARCEL (EXCEPTING FROM THE PARCEL ALL OF THE PROPERTY AND SPACE COMPANY COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS.

PERM. TAX #17-03-220-020-1437, VOL. 496.

COMMON ADDRESS: 175 E. DELAWARE PLACE, UNIT #6812, CHICAGO, IL 60611

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Office

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THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY PASSED THE FOLLOWING RESOLUTION:

RESOLVED, THAT THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, DO hereby approve the following resolution:

WHEREAS, the Board of Supervisors of Cook County, Illinois, has received a request from the Board of Directors of the Cook County Board of Health, to purchase certain property located in the City of Chicago, Illinois, for the purpose of establishing a new health center in the City of Chicago, Illinois;

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11/15/1961