

UNOFFICIAL COPY ASSIGNMENT OF RENTS 89206967

Illinois May 1 19 89

Know all Men by these Presents, that WESTERN SPRINGS NATIONAL BANK AND TRUST A NATIONAL BANKING ASSOCIATION not personally but as Trustee under the provisions of a Deed or Deed in Trust duly recorded or registered and delivered to said Company in pursuance of a Trust

Agreement dated 4/25/89 and known as its Trust Number 3133

(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

13.00

WESTERN SPRINGS NATIONAL BANK AND TRUST (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 State of Illinois, and describe as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

of this document prepared by Carol A. Sire 4456 Wolf Rd Western Springs Ill. 60558

This instrument is given to secure payment of the principal sum of FIVE HUNDRED FIFTY THOUSAND AND NO/100

Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to WESTERN SPRINGS NATIONAL BANK AND TRUST

as Trustee of Mortgage dated 5/01/89

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 hereinafter 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 the 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 declared 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 foreclose 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 conduct 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 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.

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.

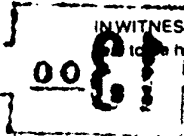
72-03-169 D2

89206967

# UNOFFICIAL COPY

THIS ASSIGNMENT OF RENTS, is executed by WESTERN SPRINGS NATIONAL BANK AND TRUST, 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 WESTERN SPRINGS NATIONAL BANK AND TRUST, 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 WESTERN SPRINGS NATIONAL BANK AND TRUST, 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, said WESTERN SPRINGS NATIONAL BANK AND TRUST, as Trustee as aforesaid and not personally has caused its corporate seal to be hereto affixed and has caused its name to be signed to these presents by its duly authorized officers, the day and year first above written.



By Carol A. Sire  
Trust Officer/Asst. Vice President  
Attest: John Nugent  
Corporate Secretary/Trust Officer

STATE OF ILLINOIS  
COUNTY OF COOK

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named \_\_\_\_\_

Trust Officer/Asst. Vice President of the WESTERN SPRINGS NATIONAL BANK/TRUST and \_\_\_\_\_  
Corporate Secretary/Trust Officer thereof, personally

known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer/Asst. Vice President and Corporate Secretary/Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Corporate Secretary/Trust Officer did also then and there acknowledge that \_\_\_\_\_ as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notary Seal,

Date: 5-01-89

Notary Public

Carol A. Sire

My Commission Expires July 26, 1989

FOR INFORMATION ONLY  
INSERT STREET ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

001-1-1111

NAME WESTERN SPRINGS NATIONAL  
STREET BANK AND TRUST  
4456 WOLF ROAD  
CITY WESTERN SPRINGS, IL 60558

OR

THIS INSTRUMENT WAS PREPARED BY:

CAROL A SIRE

INSTRUCTIONS

**BOX 333**

This instrument is executed by the Western Springs National Bank and Trust, Western Springs, Illinois, not personally but as Trustee, as aforesaid. All the covenants and conditions herein formed hereunder by the Western Springs National Bank and Trust, Western Springs, Illinois, are undertaken by it and its Trust Officers and are not individually and no personal liability of any of its officers or Trust Officers shall be enforceable against the Western Springs National Bank and Trust, Western Springs, Illinois, by reason of any of its officers or Trust Officers, statements, representations or warranties contained in the instrument.

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1989 MAY -9 AM 11: 57

89206967

Assignment of Rents

WESTERN SPRINGS NATIONAL  
BANK AND TRUST

as Trustee

TO

WESTERN SPRINGS NATIONAL  
BANK AND TRUST

89206967

49690268

EXHIBIT "A"

THAT PART OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 422.12 FEET OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST ALONG THE WEST LINE OF THE EAST 422.12 FEET OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 477.87 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 31 SECONDS EAST 1.11 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 09 SECONDS WEST, 167.60 FEET; THENCE EAST 364.938 FEET; THENCE DUE NORTH 70.0 FEET; THENCE DUE EAST 31.0 FEET; THENCE DUE NORTH 150.0 FEET; THENCE DUE EAST 343.449 FEET TO THE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST 21.903 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE, BEING THE ARC OF A CIRCLE CONVEX NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 561.694 FEET, AN ARC DISTANCE OF 227.368 FEET (THE CHORD OF WHICH ARC BEARS NORTH 52 DEGREES 52 MINUTES 28 SECONDS WEST AND MEASURES 127.095 FEET); THENCE NORTH 28 DEGREES 22 MINUTES 22 SECONDS EAST 65.561 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF ALGONQUIN ROAD (ILLINOIS ROUTE NUMBER 62), AS DEDICATED ACCORDING TO DOCUMENT NUMBER 11195796; THENCE SOUTHEASTERLY ALONG THE CURVED SOUTHWESTERLY RIGHT OF WAY LINE OF SAID ALGONQUIN ROAD, BEING THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY, THE TANGENT OF WHICH IS AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 5779.65 FEET, AN ARC DISTANCE OF 388.168 FEET (THE CHORD OF WHICH ARC BEARS SOUTH 63 DEGREES 33 MINUTES 05 SECONDS EAST AND MEASURES 388.082 FEET); THENCE SOUTH 24 DEGREES 20 MINUTES 46 SECONDS WEST 83.0 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF A CIRCLE CONVEX WESTERLY, TANGENT TO THE LAST DESCRIBED COURSE AND HAVING A RADIUS OF 87 FEET, AN ARC DISTANCE OF 137.163 FEET (THE CHORD OF WHICH BEARS SOUTH 20 DEGREES 49 MINUTES 08 SECONDS EAST AND MEASURES 123.391 FEET); THENCE NORTHWESTERLY ALONG A CURVED LINE, BEING THE ARC OF A CIRCLE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 549.817 FEET, AN ARC DISTANCE OF 188.143 FEET (THE CHORD OF WHICH ARC BEARS 56 DEGREES 10 MINUTES 51 SECONDS WEST AND MEASURES 137.226 FEET), TO A POINT OF TANGENCY; THENCE NORTH 46 DEGREES 22 MINUTES 40 SECONDS WEST, TANGENT TO THE LAST DESCRIBED CURVED LINE, 259.576 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Proprietary

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RECEIVED

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