

3)  
353710

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

89284863

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
Adalbert D. Drogosz and Carol A. Drogosz, his wife, in joint tenants

executed a Mortgage of even date herewith, mortgaging to The First National Bank of Des Plaines, the following described real estate:

DCPI-01 \$13.00  
T#4444 TIDAN 0440-06/22/89 11.02.00  
#6017 # D \* 89-284863  
COOK COUNTY RECORDER

See Attached Exhibit A incorporated herein

ATTACHED RIDER IS  
INCORPORATED HEREIN

Exhibit A  
Unit No. 12/2-H and garage Unit Number 12/2-19, in Bristol Court Condominium, as delineated on survey of the following described real estate (hereinafter referred as "Parcel"):

Parcel 1:

All of Lot "A" in Selligren's Bristol Court, being a subdivision of parts of Lots 8 and 10, in the Owner's partition of Lots 30, 31, 32 and 33, in the County Clerk's Division of the North West 1/4 of Section 34, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded on June 10, 1966 as Document 19852990, in Cook County, Illinois.

Parcel 2:

All of First Addition to Selligren's Bristol Court, being a Subdivision of Lot 5 (including that part thereof falling in Lot 1 of Decanini Resubdivision as recorded on November 7, 1963 as Document 18964943), and Lot 7, except the West 327.60 feet thereof in Owner's partition of Lots 30, 31, 32, and 33 of County Clerk's Division of the North West 1/4 of Section 34, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois which plat of survey is attached as Exhibit "C" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document 22699774, and as amended by Document Nos. 24394152, 25073635, 26435679 and 85090604, together with its undivided percentage interest in the common elements, in cook County, Illinois.

Permanent Tax Index No.: 09-34-102-045-1375  
09-34-102-045-1806

Also Known As: 2500 Windsor Drive #2H, Park Ridge, Illinois 60068

everything that the said Bank may do.

It is understood and agreed that the said Bank 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 said Bank, 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 commissions 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.

ATTACHED RIDER IS  
INCORPORATED HEREIN

Box 399

#13.00

89284863

89284863

UNOFFICIAL COPY

Notary Public

day of JUNE A.D. 1907

GIVEN under my hand and Notarial seal this 16th

therein set forth, including the release and waiver of the right of interest.

Instrument as from free and voluntary act, for the uses and purposes

and acknowledged that they signed, sealed and delivered the said

subscribed to the foregoing instrument, appeared before me this day in person

who are personally known to me to be the same persons whose names are

DO HEREBY CERTIFY THAT Adalbert D. Drogoz and Carol A. Drogoz a Notary Public in and for and residing in said County, in the State aforesaid,

1. Benny G. Collins

County of Cook

) ss.

STATE OF ILLINOIS

Carol A. Drogoz

Carol A. Drogoz

Adalbert D. Drogoz

Adalbert D. Drogoz

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 16th day of JUNE A.D., 1907.

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

of the mortgage to the said Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

benefit of the heirs, executors, administrators, successors and assigns of the

This assignment and power of attorney shall be binding upon and inure to the

an action of forcible entry and detainer and obtain possession of said premises.

and the Bank may in its own name and without any notice or demand, maintain

and every month shall, in and of itself constitute a forcible entry and detainer

the part of the undersigned to promptly pay said rent on the first day of each

by 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

under this assignment until after default in any payment secured by the mortgage

89284863

UNOFFICIAL COPY

FORM #259

#1300

9/15/18

ATTACH:  
INCORPOR.

89284863

It is understood and agreed that the said Bank shall have the power to use and apply said avals, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Bank, 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 commissions 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.

The undersigned does hereby irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and does hereby authorize the Bank 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 names of the undersigned, 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 said Bank may do.

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assigns, transfers, and sets over unto said FIRST NATIONAL BANK OF DES PLAINES, ILLINOIS, hereinafter referred to as the Bank, and / or its successors and assigns, all of 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 hereindescribed, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Bank 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 avals hereunder unto the Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

and, whereas the FIRST NATIONAL BANK OF DES PLAINES, ILLINOIS is the holder of said Mortgage and the note secured thereby:

89284863

County Clerk's Office

# UNOFFICIAL COPY

It is understood and agreed that the Bank 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.

It is further understood and agreed, that in the event of the exercise by 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 Bank 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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 16th day of JUNE A.D., 1987.

Adalbert D. Drogosz  
Adalbert D. Drogosz

Carol A. Drogosz  
Carol A. Drogosz

STATE OF ILLINOIS )  
County of Cook ) ss.

I, BARRY G. COLLIN  
a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Adalbert D. Drogosz and Carol A. Drogosz his wife who are personally known to me to be the same persons whose names 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, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial seal this 16th day of June A.D., 1987.

BARRY G. COLLIN  
Notary Public

County Clerk's Division of the North West 1/4 of Section 34, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois which plat of survey is attached as Exhibit "C" to the Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as document 22699774, and as amended by Document Nos. 24394152, 25073635, 26435679 and 85090604, together with its undivided percentage interest in the common elements, in Cook County, Illinois.

Permanent Tax Index No.: 09-34-102-045-1375  
09-34-102-045-1806

Also Known As: 2500 Windsor Drive #2H, Park Ridge, Illinois 60068

89284563

89284563

DRIVER IS  
ATED HEREIN