

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

89291021

Executed in Duplicate
Part Torrens

Elmwood Park, Illinois, June 23, 1989

Know all Men by these Presents, THAT THE MIDWEST BANK AND TRUST

COMPANY, a Banking Corporation, not personally but as a 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 December 19, 1988 and known as trust

number 88-12-5678, hereinafter called First Party, 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 Midwest Bank and Trust Company

its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits 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 verbal, 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 First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises situated in the County of Cook and described as follows, to-wit:

Lots 4 and 5 in Mont Clare Hillside Subdivision of the South $\frac{1}{2}$ of the South East Quarter ($\frac{1}{2}$) North East Quarter ($\frac{1}{2}$) of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

This Instrument prepared by:
Janice Eppelheimer
Midwest Bank and Trust Company
1606 N. Harlem Avenue
Elmwood Park, Illinois 60635

This instrument is given to secure payment of the principal sum of Three Hundred Sixty-Two Thousand Six Hundred and no/100ths Dollars,

and interest upon a certain loan secured by Trust Deed to Midwest Bank and Trust Company

as Trustee dated June 23, 1989 and recorded in the recorder's Office of above-named County, conveying the real estate and premises hereinabove described, and 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, 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 herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said trust deed above described, the First Party will, whether before or after the note or notes secured by said trust deed is or are declared to be immediately due in accordance with the terms of said trust deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, 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, 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 of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it 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 to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said trust deed, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses 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 Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered 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 Second Party 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 Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on the note or notes secured by said trust deed, at the rate therein provided; (2) To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said trust deed above referred to; and (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

89291021

UNOFFICIAL COPY

Assignment of Rents

Box No.

THE MIDWEST BANK AND TRUST COMPANY
ELMWOOD PARK, ILLINOIS
as Trustee

TO

THE MIDWEST BANK AND TRUST COMPANY
1406 NORTH HARLEM AVENUE
ELMWOOD PARK, ILLINOIS 60633

Model form (LAWNA FINANCIAL, INC. 5175 10/8/80)

This instrument shall be assignable by Second Party, 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 Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of 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 of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns 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 payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument. This Assignment of Rents is executed by The Midwest Bank and Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said The Midwest Bank and Trust Company, principal or interest notes contained shall be construed as creating any liability on the said first party or on said The Midwest Bank and Trust Company personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said The Midwest Bank and Trust Company personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

WITNESS WHEREOF, The Midwest Bank and Trust Company, not personally but as Trustee as aforesaid, has caused the above written instrument to be signed by its Vice-President and attested by its Assistant Cashier, the day and year first set forth.

By Stephen C. Conti
Vice-President
Attest Stephen C. Conti
Assistant Cashier

I, Janice Edgelmeyer, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify that

Robert E. Foyell, Executive Vice-President of The Midwest Bank and Trust Company and Stephen C. Conti, Assistant Vice President

known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Cashier, 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 and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and there acknowledged that _____ as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as _____ on a free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of June A. D. 19 89

Notary Public

COOK COUNTY RECORDER
121169-58-221
E * - 89 - 221
2222 TRAM 2377 06/26/89 16:58:00
DEPT-01 RECORDING
OFFICIAL SEAL
Notary Public, State of Illinois
Commission Expires March 5, 1990

DELIVER TO OFFICE
STACK

WITNESS
A. G. D. [Signature]
33-5-1 N.W. [Signature]
Bannan [Signature]

CAROL MOSELEY BRAUN
SALARY OF 52 34 26 JUN 26 1989

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