

UNOFFICIAL COPY

165B1/691713
RC 4/26
Bank of Bellwood
Land Trust
Assignment of Rents

69341492

DEPT-01

\$12.00

TASSS55 TRAN 717 07/26/89 10:52:00
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The above space for RECORDING/BUFILE ONLY

Bellwood, Illinois July 11, 1989.

Know all men by these Presents, that American National Bank and Trust Company of Chicago, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement

dated 8/18/88

and known as Trust Number 106-269-01, hereafter 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 Bank of Bellwood, a State Banking Corporation, having an office and place of business in Bellwood, Illinois, 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 may become 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, for by an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereon, unto the Assignee herein, all relating to the real estate and premises situated in the County,

of Cook and State of Illinois, and described as follows, to wit:

Unit No. 6-1 in the Brewster Condominium, as delineated on a survey of the following described Real Estate:

Lot 7 in Block 2 in Lemoyne's Subdivision of the South 16 acres of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 25209737 together with its undivided percentage interest in the common elements, in Cook County, Illinois.

PIN 14-28-123-016-1062

Commonly known as 2800 Pine Grove, Unit 6A, Chicago, Illinois

This Instrument is given to secure payment of the principal sum of Twelve Thousand Seven Hundred Fifty and 00/100 Dollars, and interest upon a certain loan created by the Mortgage or Trust Deed to

Bank of Bellwood, as Trustee or Mortgagee dated July 11, 1989, and recorded in the Recorders Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which accrued or may hereafter accrue under said Trust Deed or Mortgage have been paid.

This assignment shall not become operative until a default exists in the payment of the 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 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 reinsurance 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 Assignor shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as the Assignor 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.

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#12.00

UNOFFICIAL COPY

FOR THE RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DISCHARGED PROPERTY HERE
2800 Pine Grove Chicago, Illinois
 Place in Recorder's Box
 MAIL TO _____
Banks of Bellwood 219 South Main Street Road
Bellwood, IL 60104
Na.

FOR THE RECOGNITION OF INDEN PURPOSES INSERT STREET ADDRESS OF HOME DISCRIMINATORY HIRE

Given under my hand and Notarized Seal this _____ day of _____, 20____.

לוד ۳۱۹۸۹

The same program whose merits are universally known to me to be
deservingly appreciated leads to the progressive instruments a much officer
delivered the said instruments at their own free and voluntary
delivery act of said Company for the said instruments that they might
then and there acknowledge for the uses and purposes wherein such
said Company caused the said officers, as custodians of this corporation
as said officers are now free and voluntary act and in the free and voluntary act of said
Company to be relaxed to said corporation a seal of said Company for the uses
and purposes therein for the uses and voluntary act of said Com-

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STATE OF ILLINOIS
COUNTY of
DeKalb

השכלה והתרבות של היהודים בתקופה העות'מאנית

CORPORATE SEAL

This instrument shall be assignable by assignment, and all or 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.