

EVERGREEN PARK, IL 60642  
7400 SOUTH CICERO AVENUE  
FIRST NATIONAL BANK OF EVERGREEN PARK

FOR THE EVERGREEN BANKS  
CENTRAL MORTGAGE PROCESSING UNIT  
This instrument was prepared by

1/10/75

(1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said mortgage, 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 the 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 Mortgage above referred to; and  
(5) To the payment of the balance, if any, after the payment in full of the terms hereinafter referred to in (1), (2), (3) and (4) to the First Party.

The instrument shall be binding upon and inure to the benefit of the respective executors, administrators, 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 mortgage securing said Note shall operate as a release of this instrument.

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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 or illustration, First Party hereby convenants and agrees that in the event of any default by the First Party under the said Mortgage above described, the First Party will, whether before or after the Note or Notes secured by said Mortgage is or are declared to be in arrears, or 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 hereinafter described, or any part thereof, personally or by its agent or attorney, 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 Mortgage, enter upon, take and maintain possession of all or any part of said real estate and premises hereinafter 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 hereinafter described, and conduct the business thereof, either personally or by its agents, and may, at the expense of the said real estate and premises, from time to time, either by purchase, or otherwise, construct, repair, renew, replace, improve, and use the same, and may lease said mortgaged property in such parcels and for such terms and on such terms as to it may seem fit, including leases to third parties, and may make such other use of the same as to it may seem fit, and may incur and be liable for all taxes, assessments, and improvements, and all payments, including 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, insurances, 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, property 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.

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 Mortgage herein referred to and in the Note secured thereby.

AS Mortgage, dated July 19, 1989, and filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, conveying the real estate and premises hereinafter 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 be accrued or may hereafter accrue under said Mortgage, have been fully paid.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".  
This instrument is given to secure payment of the principal sum and the interest of or upon a certain loan for TWO HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$21,250.00) secured by Mortgage to OAK LAWN NATIONAL BANK.

Know all men by these presents, that JOHN J. GARDNER, DIVORCED NOT SINCE REMARRIED (hereinafter called "First Party"), in consideration of One and 00/100 Dollars (\$1.00), to it in hand paid, and of other good and valuable considerations, (hereinafter called "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, 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 herebefore 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 power herein granted; it being the intention hereof to 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 in the County of Cook, State of Illinois, and described as follows, to wit:

OAK LAWN NATIONAL BANK  
9400 SOUTH CICERO AVENUE  
OAK LAWN, ILLINOIS 60453



89344038

JULY 25, 19 89

ASSIGNMENT  
OF RENTS  
00/100

1000

# UNOFFICIAL COPY

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1989 JUL 27 10 49

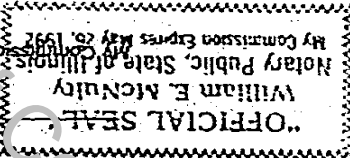
COOK COUNTY, ILLINOIS  
FILED FOR RECORD

Property of Cook County Clerk's Office

FIRST NATIONAL BANK OF EVERGREEN PARK  
3101 WEST 95TH STREET  
EVERGREEN PARK, IL 60642

CENTRAL MORTGAGE PROCESSING UNIT  
FOR THE EVERGREEN BANKS  
200 WEST WASHINGTON STREET  
EVERGREEN PARK, ILLINOIS 60642

Return instrument to:



Notary Public  
*William E. McNulty*  
A.D. 1989 JULY 27

GIVEN under my hand and Notarial Seal, this 27th day of JULY, 1989, and waiver of the right of homestead.

and acknowledged that JOHN J. GARDNER personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person in the State aforesaid, DO HEREBY CERTIFY that JOHN J. GARDNER, DIVORCED NOT SINCE REMARRIED, a Notary Public in and for said county.

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS

My commission expires \_\_\_\_\_  
Notary Public

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, as aforesaid for the uses and purposes therein set forth.

to said instrument as his free and voluntary act and as the free and voluntary act of said \_\_\_\_\_ seal of said \_\_\_\_\_ as aforesaid, for the uses and purposes therein set forth, and the said Secretary then and there acknowledged that he, as custodian of the corporate in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered personally known to me and known by me to be the President and Secretary respectively of \_\_\_\_\_ and \_\_\_\_\_

CERTIFY THAT \_\_\_\_\_ a Notary Public in and for said County in the State aforesaid, DO HEREBY

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS

*John J. Gardner*  
JOHN J. GARDNER

IN WITNESS WHEREOF, the undersigned have signed this Assignment of Rents on the day and year first above written at \_\_\_\_\_ Illinois.

# UNOFFICIAL COPY

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THIS RIDER ATTACHED TO ASSIGNMENT OF RENTS DATED JULY 25, 1989

FROM: JOHN J. GARDNER, DIVORCED NOT SINCE REMARRIED

TO: OAK LAWN NATIONAL BANK

## EXHIBIT "A"

LOTS 23, 24, 25, 26, 27, 28, AND 29 IN ELMORE'S  
HICKORY HEIGHTS, BEING A SUBDIVISION OF THE SOUTH  
1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP  
3 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTL#23-02-417-011 &  
23-02-417-010 &  
23-02-417-013 &  
23-02-417-012 &  
23-02-417-015 &  
23-02-417-014 &  
23-02-417-016

PROPERTY ADDRESS: 9404 SOUTH ROBERTS ROAD, HICKORY HILLS, IL 60457

Cook County Clerk's Office

89344038

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