

UNOFFICIAL COPY

This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and insure 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 hereafter operate as a release of this instrument.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 MAY 27 PM 2:46

90575986

THIS ASSIGNMENT OF RENTS, is executed by Parkway 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. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Parkway Bank And Trust Company 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 Parkway Bank And Trust Company, 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, Parkway Bank And Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, at the place and on the date first above written.

PARKWAY BANK AND TRUST COMPANY

as Trustee as aforesaid and not personally.

BY: Rosanne DuPass
ASST. Vice-President Trust Officer

ATTEST: JoAnn Kubinski
Assistant Cashier
XXXXX Trust Officer

THIS ASSIGNMENT OF RENTS IS BEING RE-RECORDED AND REACKNOWLEDGED, TO CORRECT THE LEGAL DESCRIPTION

STATE OF ILLINOIS, County of <u>Cook</u>	SS. I, <u>the undersigned</u> a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT <u>Rosanne DuPass, Asst Vice Pres-Trust Officer and JoAnn Kubinski, Asst Trust Officer of Parkway Bank & Trust Company</u> who <u>are</u> personally known to me to be the same person <u>S</u> whose name <u>S</u> subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that <u>they</u> signed, sealed and delivered the said instrument as <u>their</u> free and voluntary act for the uses and purposes therein set forth.
OFFICIAL SEAL VIRGINIA M. STORNIOLO NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 02/20/94 Notary Seal	<u>9th</u> day of <u>November</u> , 19 <u>90</u> <u>Virginia M. Stornio</u> Notary Public

90575986

GLORIA WILSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG 25, 1991

day of August A.D. 1990

Gloria Wilson
Notary Public

90393184

90575986

Box No.

Assignment of Rents

PARKWAY BANK AND TRUST COMPANY

as Trustee

TO

PARKWAY BANK AND TRUST COMPANY
4800 North Harlem Avenue
Harwood Heights, Illinois

Assignment of Rents

PABST BOTTLE AND TRUST COMPANY

as Trustee

TO

UNOFFICIAL COPY

PARTWAY BANK AND TRUST COMPANY

4800 North Harlem Avenue
Harwood Heights, Illinois

98652506

NOTARY PUBLIC STATE OF ALABAMA
OFFICIAL SEAL
ALABAMA
1961 FEB 23 1961

ឧបន្ទម្ប

06 01 14

434

© 2000 by John Wiley & Sons, Inc.

[illegible]

JOHN KUBINSKI, Asst. Trust Officer

Rosario Dupree, Asst. Vice President Trust Officer

is undersigned

BONPPI AND ELVIS

NOTES TO THE FINANCIAL STATEMENTS

(THIS ASSIGNMENT OF RIGHTS, IS EXECUTED BY Parkway Bank And Trust Company, 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 Parkway Bank And Trust Company personally to pay the said Note or Notes or any interest thereon, or any indebtedness according thereto, or to reimburse or indemnify the Assignor, or to assume any other obligation, whether or not binding on the Assignor, in connection with the performance of its duties as Trustee hereunder, except to the extent expressly waived by Assignor, and by anyone now or hereafter claiming any right or security hereunder, so far as Parkway Bank And Trust Company, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owners of shares of stock in it, or of income-producing securities, shall look solely to the terms respectively bearing

98657506

1998 NOV 27 2 46 PM

COOK COUNTY, ILLINOIS
FILED FOR RECORD

The release of the Trust Deed or Mortgage securing said note shall *ipso facto* operate as a release of this instrument.

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 executor, administrator, legal representatives, successors and assigns of each of the parties hereto.

UNOFFICIAL COPY 90393184

ASSIGNMENT OF RENTS

90575986

Harwood Heights
Illinois

July 30,

1990

Know all Men by these Presents, that PARKWAY BANK & TRUST COMPANY,

an Illinois Banking Association, not personally but as 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 March 15, 1990 and known as its trust number 9597

(hereinafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid, and of other goods and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

14⁰⁰Parkway Bank and Trust Company

(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 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 heretofore made and established 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 City of Chicago, Illinois, to wit:

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 AUG 13 PM 2:19

90393184

This instrument is given to secure payment of the principal sum of One Million Five Hundred Sixty Thousand and No 00/100ths (\$1,560,000.00) Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to Parkway Bank and Trust Companyas Trustee or Mortgagee dated July 30, 1990

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 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 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 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 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 to 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 in 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 notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, in any, to the Assignor.

PARKWAY BANK & TRUST CO.

4800 N. HARLEM AVE.

HARWOOD HEIGHTS, ILL 60656

BOX 282

THIS INSTRUMENT PREPARED BY

ARMELLA A. P.

4800 NORTH HARLEM AVENUE
HARWOOD HEIGHTS, IL 60656

Rider attached hereto and made a part thereof.

AUG 9 1990 7264656

90393184

90575986

*Revised to Court Report
8/19/02
Barrington*

THAT PART OF LOT B IN HORT OLIVE CEMETARY ASSOCIATION CONSOLIDATION OF TRACTS IN THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST BYRON STREET WITH THE EAST LINE OF NORTH OAK PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF NORTH OAK PARK AVENUE TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 19 AFORESAID; THENCE EAST ALONG SAID DESCRIBED LINE, SOUTH 89 DEGREES 49 MINUTES 16 SECONDS EAST, 130.00 FEET; THENCE NORTH 00 DEGREES 00 SECONDS EAST, PARALLEL WITH THE EAST LINE OF NORTH OAK PARK AVENUE, A DISTANCE OF 244.78 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 16 SECONDS EAST, A DISTANCE OF 215.55 FEET; THENCE NORTH 26 DEGREES 45 MINUTES 59 SECONDS EAST, A DISTANCE OF 476.17 FEET; THENCE NORTH 00 DEGREES 00 SECONDS EAST, A DISTANCE OF 400.00 FEET TO THE SOUTH LINE OF SAID WEST BYRON STREET; THENCE WEST 89 DEGREES 47 MINUTES 07 SECONDS WEST ALONG SOUTH LINE OF SAID WEST BYRON STREET, 560.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY.

90575986

ILLINOIS P.M. 13-19-205-004-0000

Office

THAT PART OF LOT B IN MOUNT OLIVE CEMETERY ASSOCIATION CONSOLIDATION OF
 TRACTS IN THE NORTH EAST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13
 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING
 AT THE INTERSECTION OF THE SOUTH LINE OF WEST BYRON STREET WITH THE
 EAST LINE OF NORTH OAK PARK AVENUE; THENCE SOUTH ALONG SAID EAST LINE
 OF NORTH OAK PARK AVENUE TO THE SOUTH LINE OF THE NORTH 1/2 OF THE
 SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 19 AFORESAID; THENCE EAST
 ALONG LAST DESCRIBED LINE, SOUTH 89 DEGREES 49 MINUTES 16 SECONDS EAST,
 130.00 FEET; THENCE NORTH 00 DEGREES 00 SECONDS EAST, PARALLEL WITH THE
 EAST LINE OF NORTH OAK PARK AVENUE, A DISTANCE OF 244.78 FEET; THENCE
 SOUTH 89 DEGREES 49 MINUTES 16 SECONDS EAST, A DISTANCE OF 215.55 FEET;
 THENCE NORTH 26 DEGREES 45 MINUTES 59 SECONDS EAST, A DISTANCE OF
 476.17 FEET; THENCE NORTH 0 DEGREES 00 SECONDS EAST, A DISTANCE OF
 400.00 FEET TO THE SOUTH LINE OF SAID WEST BYRON STREET; THENCE NORTH
 89 DEGREES 47 MINUTES 07 SECONDS EAST, ALONG SOUTH LINE OF SAID WEST
 BYRON STREET, 560.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY,
 ILLINOIS

90393104

13-19-205-004

Property of Cook's Office