

# UNOFFICIAL COPY

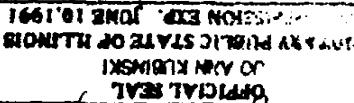
## Assignment of Rents

PARKWAY BANK AND TRUST COMPANY

as Trustee  
TO

30021550

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



day of January AD 19 90

GIVEN under my hand and Notarized Seal this

9th

Trustee is authorized, for the uses and purposes herein set forth,  
in consideration of the foregoing seal of said Bank to said  
and purposes herein set forth, and the said Bank did make the  
and purpose of this instrument, to acknowledge that he,  
voluntarily set and in the free and voluntary act of said, as Trustee as aforesaid, for the uses  
acknowledged that they signed and delivered the foregoing instrument as their own free and  
Trust Officer, and Assistant Clerk, respectively before me this day in person and  
be the same persons whose names are subscribed to the foregoing instrument as such Vice-President,  
Assistant Clerk of Parkway Bank And Trust Company, who are personally known to me to  
of Parkway Bank And Trust Company, John M. Schwartz

ROSENNE DUPAS ..... ASS'T., Vice-President Trust Officer  
a Notary Public to and for said County, in the State aforesaid, Do hereby Certify, that  
I, the undersigned

COUNTY OF COOK  
STATE OF ILLINOIS

ATTEST:  
ASS'T. Vice-President Trust Officer  
BY: *[Signature]*  
as Trustee is aforesaid and not personally  
PARKWAY BANK AND TRUST COMPANY

IN WITNESS WHEREOF Parkway Bank And Trust Company, not personally but as Trustee as aforesaid, has caused these  
provisions to be signed by its Vice-President Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier,  
mortgagee named in the instrument herein and in said Trust Deed or Mortgage and Note of Notes provided.  
Mortgagee named in the instrument herein and in said Trust Deed or Mortgage and Note of Notes provided.  
or owner of this instrument, the Assignee hereunder of any claim herein held to the trust property heretofore held or  
company, it is hereby acknowledged that the Assignee hereunder or the holder of Notes and the owner  
wants by this note and by anyone now or hereafter claiming any right or interest herein, or as Parkway Bank And Trust  
or to perform any agreement or covenant made herein or hereinafter made, all such liability, if any, heretofore expressly  
provided or any agreement or covenant made herein or hereinafter made, or any indebtedness accruing thereafter or hereunder,  
mortgagor to pay the said Note or Notes or any interest thereon, or any indebtedness accruing thereafter or hereunder,  
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  
THIS ASSIGNMENT OF RENTS, is executed by Parkway Bank And Trust Company, not personally but as Trustee as aforesaid,

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

The failure of Assignee, or any of the officers, trustees, successors or assigns of the Assignee to enforce any of the terms, provisions  
and conditions of this instrument for any period of time, in any time or time, shall not be construed or deemed to be a waiver of any rights  
under the terms hereof but said Assignee, or any of the terms, provisions, or covenants of this instrument, shall have the power fully to  
enforce this instrument, or any of the terms, provisions, or covenants of this instrument, at any time or time, in any time  
and exercise the powers herein granted, notwithstanding that the Assignee shall have the power hereunder, at any time  
or times that shall be demanded by him.

This instrument shall be binding upon and between the parties hereto.

87524 N. 10 (Edison Pk. Dev.) THIS IS A CONSTRUCTION LOAN  
7-10-90 02 15 50

**UNOFFICIAL COPY**

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14

ASSIGNMENT OF RENTS

90021550

Chicago, Illinois JANUARY 5, 1990

JG-AD-958 DB  
90021550

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 July 19, 1988 and known as its trust number 8943.

(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

PARKWAY 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 premise hereinabove 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 hereinabove 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 hereof to make and establish 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 described as follows, to wit:

LEGAL

Lot Two (2) in Suerth's Resubdivision of part of Lots 4 and 5 in the subdivision of that part of the East Half ( $\frac{1}{2}$ ) of the SouthEast Quarter ( $\frac{1}{4}$ ) of Section 36, Township 41 North, Range 12, East of the Third Principal Meridian, lying North of Railroad, according to Plat of Suerth's Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on April 22, 1958, as Document Number 1791850.

ARMILLA A. RATAJ  
4800 N. HARLEM AVENUE  
HARWOOD HEIGHTS, IL 60656

09-36-419-098-0000

Rider attached hereto and made  
a part thereof

This instrument is given to secure payment of the principal sum of SEVEN HUNDRED FIFTY THOUSAND FIVE HUNDRED AND NO/100THS. (\$750,500.00) Dollars, and interest upon a certain loan secured by Mortgage or Trust Deed to PARKWAY BANK AND TRUST COMPANY 4800 N. Harlem Ave. Harwood Bts., Il 60656

as Trustee or Mortgagee dated January 5, 1990

and recorded in the Recorder's Office or Registered in the Office of the Registrar of Title 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 far as 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 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.

1 S S 1 4800 N. HARLEM AVE.  
HARWOOD HEIGHTS, IL 60656  
BOX 282

90021550

72-40-958 DB

Rider attached hereto and made  
a part thereof

# UNOFFICIAL COPY

PARKWAY BANK & TRUST CO.

Box 282

HARLEM, ILLINOIS 60656

(1) Lettered on the principal and several lines on the note or notes secured by the assignee above referred to;  
provided, (2) lettered and signed on the said note or notes or certificate under the seal of a third note from time to time thereon  
and (6) the binder, in any, to the Assignee.

Assignee demands that  
Assignee shall apply and all money owing on account of my nature or duty done in pursuance of the rights and powers of Assignee  
my liability, less, less damage to the owners of the business thereof, and such further sums as may be sufficient to indemnify the Assignee  
mortgaged property and the conduct of the business may be assigned by Assignee in connection with the operation and control of the  
business, clerks, servants, and others engaged by Assignee in connection with the services of the Assignee and of the Assignee's  
members, or any part thereof including the said real and removable equipment for the service of the Assignee in the said real estate and  
members, and the business which may be made for taxes, assessments, water rates, and other expenses of maintaining, repairing, and improving  
conducting the business above mentioned of the management, expenses, renewals, alterations, additions, betterments, and improve-  
to collect and receive the rents and taxes, and money due and payable to me and to me and to my heirs and executors of the expense of  
operating the said real estate and premises, and to carry on the business thereof as to every such lease for any time to manage and  
would entitle the Assignee to its benefits or services or protection, and may cause the Assignee shall have the right to manage and  
the members demands secured by and trust held by Assignee and my cause for any cause to be made for any time to manage and improve  
property in such parcels and for such times and on such terms as may seem fit, including leases for terms beyond the maturity of  
means to the said real estate and premises as may seem proper, and my heirs and executors the same, and my heirs and executors  
time to be made at necessity of proper papers, rewards, premiums, and may make payment of all or any part of the real estate and  
and premiums reasonable deducted and control the business thereof. Assignee may at the expense of the mortgagee, from  
Assignee, in consideration of their rights wholly reserved, books, records, papers, and accounts relating thereto, and may exclude the  
members heretofore deposited together with all documents, books, records, papers, and accounts relating thereto, and may exclude the  
members secured by said Trust Deed of Mortgages, either joint, sole and marital possession of all or any part of the real estate and  
and my, 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  
said real estate and premises hereinabove described, or before or after any sale thereunder, Assignee shall be entitled to any interest in the  
the loan of said Trust Deed of Mortgages, or whether before or after the institution of any suit proceeded to recover  
in accordance with the terms of said Trust Deed of Mortgages, or otherwise secured by said Trust Deed or after the date of the due  
Mortgage above described, whether before or after the date of notices served by said Trust Deed or after the date of the due  
and premises above described, and by way of enforcement only, it is agreed that in the event of any default under the said Trust Deed of Mort-  
Without limitation of any of the legal rights of Assignee in the business or property of rents, dues and profits of all real estate  
the terms of conditions contained in the Trust Deed of Mortgage herein referred to and in the Note or Notes secured thereon.  
This instrument shall not become operative until a default occurs in the payment of principal or interest or in the performance of

and other costs and charges which may have accrued on my behalf because of my failure to pay my Note fully paid.  
and premiums hereinabove described. This instrument shall remain in full force until said loan and the interest therein,  
and recorded in the Register of Deeds in the office of the Register of Titles of the above named County, conveying the real  
estate and premises hereinabove described to the Assignee for the sum of \$750,000.00, or \$750,000.00 - Dollars, and interest upon a  
HUNDRED AND NO/100THS, ----- (\$750,500.00) ----- HUNDRED FIFTY THOUSAND FIVE  
THIS INSTRUMENT SECURED BY MORTGAGE DEED DATED JANUARY 5, 1988  
4800 HARLEM AVENUE  
APATILLA A. RATAJ  
THIS INSTRUMENT PREPARED BY

receipt and satisfaction whereof we hereby acknowledge, transfer and set over unto  
(hereinafter called Assignee), in consideration of Ten Dollars (\$10.00) in hand paid, and of other goods and valuable considerations, the  
said Bank in pursuance of a Trust Agreement dated January 5, 1988 and known as its trust number 8941  
in Illinois Banking Association, not personally but as trustee under the provisions of a Deed of Deeds in Trust duly recorded and delivered  
Know All Men by these Presents, that PARKWAY BANK & TRUST COMPANY,

CHICAGO, ILLINOIS JANUARY 5, 1988

ASSIGNMENT OF RENTS  
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14 00

87524 N. 10 (Edison Pk., ILL.) THIS IS A CONSTRUCTION LOAN

90021550

# UNOFFICIAL COPY

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

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 interest now 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

ATTENT: *John M. Schwartz*  
Assistant Cashier V.P.

STATE OF ILLINOIS  
ss.  
COUNTY OF COOK

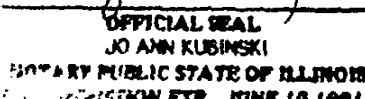
I, the undersigned  
a Notary Public in and for said County, in the State aforesaid, Do Herby Certify, that  
Rosanne DuPass Asst., Vice-President, Trust Officer

of Parkway Bank And Trust Company, Joan M. Schwartz,  
Assistant ~~Cashier~~ of Parkway Bank And Trust Company, who are personally known to me to  
be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-  
Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person and  
acknowledged that they signed and delivered the foregoing 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 the said Assistant ~~Cashier~~ and there acknowledged that he,  
as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said  
instrument as his 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.

GIVEN under my hand and Notarial Seal this 9th

day of January A.D. 19 90

*John Kusinski*  
Notary Public



## Assignment of Rents

PARKWAY BANK AND TRUST COMPANY

as Trustee

To

05542000

74-01-91

100-11742-1

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