

UNOFFICIAL COPY

WHEELTON

Loan No. 16-48118-05

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, COLE TAYLOR BANK TRUST NO. 95-173, DATED 05-21-84 of the VILLAGE of WHEELING, County of COOK, and State of ILLINOIS

90051809

in order to secure an indebtedness of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 Dollars (\$ 225000.00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL BANK FOR SAVINGS

hereinafter referred to as the Mortgagee, the following described real estate:

PARCEL A: THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT: THAT PART LYING EAST OF THE SOUTHEASTERLY LINE OF DEARLOVE ROAD OF THE NORTH 113.0 FEET OF THE SOUTH 598.0 FEET OF THE WEST 616.0 FEET OF LOT 12 IN THE COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID TRACT FROM A POINT THEREON 310.57 FEET WEST OF THE SOUTH EAST CORNER THEREOF IN COOK COUNTY, ILLINOIS; ALSO

PARCEL B: EASEMENT FOR THE BENEFIT OF PARCEL "A" AS SHOWN IN DECLARATION OF EASEMENTS MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 27, 1971 AND KNOWN AS TRUST NUMBER 42832 DATED JANUARY 27, 1972 AND RECORDED MARCH 17, 1972 AS DOCUMENT NO. 21838884 FOR INGRESS AND EGRESS ALL IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 04-32-401-109-0000

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Mortgagee may do:

It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this

day of _____ A.D., 19 _____

(SEAL)

(SEAL)

DEPT-01 RECORDING \$15.25
T#4444 TRAM 2756 01/31/90 14:39:00
#8689 # D 4-90-051809

COOK COUNTY RECORDER (SEAL)

(SEAL)

STATE OF _____ }
COUNTY OF _____ } ss.

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument,

as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____ A.D. 19 _____

90051809

Notary Public

MY COMMISSION EXPIRES _____

90051809

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UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its _____

President and its corporate seal to be hereunto affixed and attested by its _____
Secretary this 11TH day of JANUARY, A. D., 19 90

COLE TAYLOR BANK

ATTEST

By _____

President

Secretary

STATE OF ILLINOIS } ss.
COUNTY OF _____

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

President of COLE TAYLOR BANK

and _____ Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such _____ President, and _____ Secretary, 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 Corporation, for the uses and purposes therein set forth;
and the said _____ Secretary then and there acknowledged that _____ as custodian of the

corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 11TH day of JANUARY, A. D., 19 90

Notary Public.

MY COMMISSION EXPIRES _____

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THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCIATION, X
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

90051809

UNOFFICIAL COPY

NOTARY PUBLIC

Notary Public

GIVEN under my hand and Notarial Seal, this 90051809 day of _____, A.D. 19 _____

as _____ free and voluntary act, for the uses and purposes therein set forth.

appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument.

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument.

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

_____ I, the undersigned, a Notary Public in _____

STATE OF _____ }
COUNTY OF _____ }
ss. _____

(SEAL) _____ (SEAL) _____

(SEAL) _____ (SEAL) _____

day of _____, A.D. 19 _____

DEPT-11 RECORDING
T#4444 TR#N 2756 01/31/98 14:39:00
#8689 # 1 * 90-051809
COOK COUNTY RECORDER (SEAL)
#8689 # 1 * 90-051809

63815006

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered at _____

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise hereafter.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant

detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and

signed to promptly pay said rent on the first day of each and every month for each room, and a failure on the part of the under-

the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the under-

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for

and the expense for such attorneys, agents and servants as may reasonably be necessary.

the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including

It is understood and agreed that the Mortgagee shall have the power to use and apply said avals, issues and profits toward

Mortgagee may do.

in and about said premises that the undersigned do, hereby ratifying and confirming anything and everything that the

as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything

said property, and do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own

The undersigned, do hereby irrevocably appoint the agent of the undersigned for the management of

those certain leases and agreements now existing upon the property hereinabove described.

an absolute transfer and assignment of the power herein granted, it being the intention hereby to establish

to, or which may be made or agreed to by the Mortgagee under the power herein granted, which may have been heretofore or may be hereafter made or agreed

use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed

or which may hereafter become due, under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the

designated hereby assign, transfer and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the un-

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

COMMONLY KNOWN AS: 10467 DEARLOVE ROAD, GLENVIEW, ILLINOIS 60025

UNOFFICIAL COPY

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Property of Cook County Clerk



THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAIGIN FEDERAL BANK FOR SAVINGS ASSOCIATION
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

MY COMMISSION EXPIRES

Notary Public

GIVEN under my hand and Notarial Seal, this 11TH day of JANUARY, A. D., 19 90
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.
and the said Secretary then and there acknowledged that as custodian of the
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;
President, and Secretary, respectively, appeared before me
and personally known to me to be the same persons whose names are subscribed to the foregoing instru-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such President, and Secretary, 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 Corporation, for the uses and purposes therein set forth;
and the said Secretary then and there acknowledged that as custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as
own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such President, and Secretary, 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 Corporation, for the uses and purposes therein set forth;
and the said Secretary then and there acknowledged that as custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as
own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS }
COUNTY OF }
SS. }
I, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT
President of COLE TAYLOR BANK

Secretary
By _____
President

ATTEST
COLE TAYLOR BANK
Secretary this 11TH day of JANUARY, A. D., 19 90

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its
President and its corporate seal to be hereunto affixed and attested by its
Secretary this 11TH day of JANUARY, A. D., 19 90

SECRETARY'S NO-TARY PUBLIC

THIS ASSIGNMENT OF RIGHTS, is executed by COLE TAYLOR BANK/XXXX, 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 Cole Taylor Bank/XXXX 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 Cole Taylor Bank/XXXX, 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, COLE TAYLOR BANK/XXXX 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 Secretary, at the place and on the date first above written.

COLE TAYLOR BANK/XXXX
as Trustee as aforesaid and not personally.

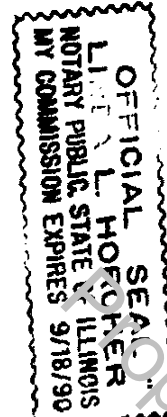
By [Signature] Vice-President-Trust Officer
Attest [Signature] Assistant Secretary

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STATE OF ILLINOIS
COUNTY OF COOK

I, Linda L. Boucher
a Notary Public, in and for said County, in the State aforesaid, Do Heretby Certify, that Carol L. Ennis
Vice-President-Trust Officer of COLE TAYLOR BANK/XXXX and Phyllis Lindstrom
Assistant Secretary of Cole Taylor Bank/XXXX

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 Secretary, 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 Secretary then 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 18th day of January, A.D. 1990
[Signature]
Notary Public