

MAIL TO

FIRST NATIONAL BANK OF LAKE ZURICH  
ONE FIRST BANK PLAZA  
LAKE ZURICH, IL 60047

UNOFFICIAL COPY

90343707

THIS ASSIGNMENT is made June 18, 1990, by Casten Management Company, Inc. ("Owner"), to First National Bank of Lake Zurich, a National Banking Association ("Bank").

WITNESSETH, that whereas the Owner has title to the premises described below,

NOW THEREFORE, in consideration of and as an inducement to the making of a loan by the Bank to Owner, Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, Owner does hereby assign, transfer and set over unto the Bank, its successors and assigns, all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises described below, 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 described below, which Owner may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Bank under the powers hereinafter granted, it being the intention of the parties to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, income, issues, and profits thereunder, unto the Bank,

all relating to the real estate and premises situated in the city  
Chicago, County of Cook, State of Illinois

and described as follows, to wit:

SEE LEGAL ATTACHED HERETO AND MADE A PART OF

**Lots 25, 26 and 27 in Albert Wisner's Subdivision of Blocks 1 and 2 of the West Half of Our Lot 7 in Canal Trustee's Subdivision of the East Half of Section 29, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois**

June 18, 1990 and secured by a Mortgage or Trust Deed dated June 18

1990, conveying and mortgaging the real estate and premises previously described to the Bank, as Trustee or Mortgagee. This Assignment shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

This Assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the terms or conditions contained in said Mortgage or Trust Deed or in the note or notes secured thereby or in this Agreement.

Owner hereby irrevocably authorizes the Bank in its own name to collect all of said rents, earnings, income, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, to take actual possession of the said real estate and premises particularly 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 hereinafter described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Owner wholly therefrom, and may hold, operate, manage and control the same, at its sole discretion, shall deem best. The Bank 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 other charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Bank and of the Bank's attorneys, agents, clerks, servants, and other employees, by the Bank 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 Bank 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 the Bank hereunder, the Bank shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as the Bank 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 so long as same are 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 Owner. Owner hereby ratifies all that the Bank may do by virtue of this Assignment.

Owner, in itself, its successors and assigns, covenants and agrees that it will not, orally or in writing, modify, surrender or renew any of such leases, or diminish the obligations of the lessee thereunder, or release any one or more tenants from their respective obligations under such lease, without previous written consent of the Bank. Owner further covenants and agrees that it will not assign or pledge said rents or profits from any of the tenants or lessees any rent or rentals in advance of the due date thereof, without written consent of the Bank. Any violation of this covenant shall constitute a default under the mortgage or Trust Deed, and in such event, the whole amount of the principal then remaining unpaid shall immediately become due and payable.

Any failure or omission to enforce this Assignment for any period of time shall not impair the force and effect thereof or preclude the rights of the Bank, nor shall the Bank be required under this Agreement to exercise or enforce any of the rights herein granted to it, all of which are hereby retained being strictly discretionary with the Bank.

These covenants shall continue in full force and effect until the subject indebtedness is paid in full.

Made and executed in Lake Zurich Illinois on June 18, 1990.  
Casten Management Company, Inc.

This Document Prepared by DAVID E. ALMS, LTD.  
ATTORNEY AT LAW  
400 E. MAIN STREET  
BARRINGTON, IL 60010

By Josephine Casten President  
Christine Rowe Secretary

STATE OF ILLINOIS )  
COUNTY OF Lake ) SS

I, Laurie S. Sander, a Notary Public in and for said County, in the State

aforesaid, DO HEREBY CERTIFY that Josephine Casten and Christine Rowe personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 18th day of June, 1990.

"OFFICIAL SEAL"  
LAURIE S. SANDER  
Notary Public, State of Illinois  
My Commission Expires 2/22/92

Laurie S. Sander  
Notary Public

BOX 15  
BOX 15

(SEAL) 570579

13.00

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1990 JUL 18 AM 11:50

90343707

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 18th day of July, 1990.

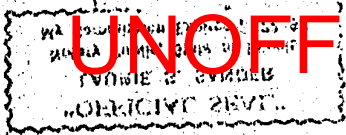
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Property of Cook County Clerk's Office

OFFICIAL SEAL  
LAURIE S. SANDER  
Notary Public, State of Illinois  
My Commission Expires 02/28/93







UNOFFICIAL COPY

1990

STATE OF ILLINOIS, COUNTY OF COOK, IN SENATE

RESOLVED, SENATE RESOLUTION NO. 1000, AS AMENDED, BEING AS FOLLOWS:

SECTION 1. That the following is hereby established as a public holiday:

SECTION 2. That the following is hereby established as a public holiday:

SECTION 3. That the following is hereby established as a public holiday:

SECTION 4. That the following is hereby established as a public holiday:

SECTION 5. That the following is hereby established as a public holiday:

SECTION 6. That the following is hereby established as a public holiday:

SECTION 7. That the following is hereby established as a public holiday:

SECTION 8. That the following is hereby established as a public holiday:

SECTION 9. That the following is hereby established as a public holiday:

SECTION 10. That the following is hereby established as a public holiday:

SECTION 11. That the following is hereby established as a public holiday:

SECTION 12. That the following is hereby established as a public holiday:

SECTION 13. That the following is hereby established as a public holiday:

SECTION 14. That the following is hereby established as a public holiday:

SECTION 15. That the following is hereby established as a public holiday:

SECTION 16. That the following is hereby established as a public holiday:

SECTION 17. That the following is hereby established as a public holiday:

SECTION 18. That the following is hereby established as a public holiday:

SECTION 19. That the following is hereby established as a public holiday:

SECTION 20. That the following is hereby established as a public holiday:

SECTION 21. That the following is hereby established as a public holiday:

SECTION 22. That the following is hereby established as a public holiday:

SECTION 23. That the following is hereby established as a public holiday:

SECTION 24. That the following is hereby established as a public holiday:

SECTION 25. That the following is hereby established as a public holiday:

SECTION 26. That the following is hereby established as a public holiday:

SECTION 27. That the following is hereby established as a public holiday:

SECTION 28. That the following is hereby established as a public holiday:

SECTION 29. That the following is hereby established as a public holiday:

SECTION 30. That the following is hereby established as a public holiday:

SECTION 31. That the following is hereby established as a public holiday:

SECTION 32. That the following is hereby established as a public holiday:

SECTION 33. That the following is hereby established as a public holiday:

SECTION 34. That the following is hereby established as a public holiday:

SECTION 35. That the following is hereby established as a public holiday:

SECTION 36. That the following is hereby established as a public holiday:

SECTION 37. That the following is hereby established as a public holiday:

SECTION 38. That the following is hereby established as a public holiday:

SECTION 39. That the following is hereby established as a public holiday:

SECTION 40. That the following is hereby established as a public holiday:

1990

1990 JUN 8 AM 11:50 90343707

COOK COUNTY, ILLINOIS FILED FOR RECORD

CLERK OF COOK COUNTY

1990

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Mortgage, as modified or amended hereby; or (b) default as defined in the Agreement shall occur.

5. A default under the Note, Agreement or Mortgage shall constitute a default under the Additional Note. A default under the Additional Note shall be and constitute a default under the Note, Agreement and Mortgage.

6. Except as modified and amended hereby, the Note, Agreement, Mortgage and any instruments, documents or agreements secured by or incorporated in the Mortgage are confirmed and ratified. None of the rights of Mortgagee under the Note, Agreement or Mortgage are or shall be deemed to be prejudiced by reason of this Modification except as provided in this modification. This Modification shall not affect the lien and charge of the Mortgage upon the property covered thereby.

7. This Agreement is supplementary to said Mortgage Agreement and Note. All the provisions of the Mortgage and of the Note, including the right to declare principal and accrued interest due for any cause specified in said Agreement, Mortgage or Note, shall remain in full force and effect except as herein expressly modified. The Mortgagor agrees to perform all the covenants of the grantor or grantors in said Mortgage and Agreement. The provisions of this indenture shall inure to the benefit of any holder of said Agreement and Note and shall bind the heirs, personal representatives and assigns of the Mortgagor. The Mortgagor hereby waives and release all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois with respect to said real estate. If the Mortgagor

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90343710

consists of two or more persons, their liability hereunder shall be joint and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written.

Execution By Individual  
Mortgagor(s):

Mary F. Bohmer  
Mary F. Bohmer  
Steven A. Bohmer  
Steven A. Bohmer

Execution By Land Trustee  
as Mortgagor:

as Trustee under trust Agreement  
dated \_\_\_\_\_, 19\_\_ and known  
as Trust no. \_\_\_\_\_ and not  
personally

(SEAL)

BY: \_\_\_\_\_ (Title)

ATTEST: \_\_\_\_\_ (Title)

Execution By Corporate  
Mortgagor:

an \_\_\_\_\_ corporation

(SEAL)

BY: \_\_\_\_\_ (Title)

ATTEST: \_\_\_\_\_ (Title)

FIRST NATIONAL BANK OF NORTHBROOK

(SEAL)

BY: \_\_\_\_\_ (Title)

ATTEST: \_\_\_\_\_ (Title)

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the Court

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\_\_\_\_\_  
Clerk of the Court



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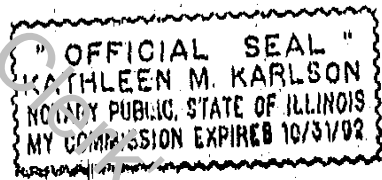
STATE OF Illinois  
COUNTY OF Cook

I, KATHLEEN M. KARLSON, a Notary Public in and for said County,  
in the State aforesaid, do hereby certify that MARY F Bohmer and  
Steven D. Bohmer

personally known to me to be the same persons whose name or names is or are subscribed  
to the foregoing instrument, appeared before me this day in person and acknowledge that  
they signed, sealed and delivered said instrument as their free and  
voluntary act, for the uses and purposes herein set forth, including the release and waiver  
of all rights under any homestead, exemption and valuation laws.

Given under my hand and Notarial Seal this 26th day of June  
1990

Kathleen M. Karlson  
Notary Public



90343718

Notary's Office

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