

UNOFFICIAL COPY

WILFATON

Loan No. 16-49267-05

Assignment of Rents (Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, COLE TAYLOR BANK
TRUST NO. 90-4125, DATED 06-05-90
of the VILLAGE of WHEELING, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of THREE HUNDRED TEN THOUSAND AND NO /100
Dollars (\$ 310000.00), 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:

THAT PART OF LOT ONE IN OAK TRAILS, A PLANNED UNIT DEVELOPMENT OF PART OF THE LOT 6 IN LEVERENZ BROTHERS SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, THE PLAT OF SAID PLANNED UNIT DEVELOPMENT HAVING BEEN RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 11, 1989 AS DOCUMENT NO. 89015524, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 163.20 FEET; THENCE NORTH 05 DEGREES 04 MINUTES 10 SECONDS EAST ALONG A LINE PARALLEL WITH THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 196.53 FEET FOR A PLACE OF BEGINNING OF THAT PARCEL OF LAND TO BE DESCRIBED; THENCE CONTINUING NORTH 05 DEGREES 04 MINUTES 10 SECONDS EAST, 64.67 FEET; THENCE SOUTH 84 DEGREES 55 MINUTES 50 SECONDS EAST, 48.0 FEET; THENCE SOUTH 05 DEGREES 04 MINUTES 10 SECONDS WEST, 64.67 FEET; THENCE NORTH 84 DEGREES 55 MINUTES 50 SECONDS WEST, 48.0 FEET TO THE PLACE OF BEGINNING. IN COOK COUNTY, ILLINOIS.

MORTGAGOR HEREBY GRANTS TO MORTGAGEE, ITS SUCCESSORS OR ASSIGNS, AS EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE EASEMENTS SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS RECORDED AS DOCUMENT NO. 8901283 AND MORTGAGOR MAKES THIS CONVEYANCE SUBJECT TO THE EASEMENTS AND AGREEMENTS RESERVED FOR THE BENEFIT OF ADJOINING PARCELS IN SAID DECLARATION, WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO FOR THE BENEFIT OF THE REAL ESTATE ABOVE DESCRIBED AND ADJOINING PARCELS.

benefit of the heirs, executors, administrators, assigns, successors or assigns, of the mortgagor, 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)
(SEAL) _____ (SEAL)

STATE OF _____ } ss. _____
COUNTY OF _____ } 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____

Notary Public

MY COMMISSION EXPIRES _____

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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 JUNE, A. D., 19 90.

COLE TAYLOR BANK

ATTEST

By _____

President

Secretary

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

and _____ Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument 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 Notary Seal, this 11TH day of JUNE, A. D., 19 90.

Notary Public.

MY COMMISSION EXPIRES _____

CORPORATIONS AND TRUSTEES



mail to:

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

DEPT-01 RECORDING \$15.25
T#3333 TRAN 2735 07/24/90 13:16:00
#9400 # * 90-355112
COOK COUNTY RECORDER

90355112

1525

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3677185

90355112

STANDARD

MY COMMISSION EXPIRES

Notary Public

A.D. 19

day of

GIVEN under my hand and Notarial Seal, this

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

appeared before me this day in person, and acknowledged that

personally known to me to be the same person whose name

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)

A.D. 19

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

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

any payment secured by the mortgage or after a breach of any of its covenants.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in

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

It is further understood and agreed, that in the event 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 under-

signed 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 in demand, maintain an action of forcible entry and

recovery of the premises, 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 binding upon and inure to the

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 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.

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recovery of the premises, 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 binding upon and inure to the

COMMONLY KNOWN AS: 377 DAK TRAILS, DES PLAINES, ILLINOIS 60014

09-09-401-018
019

Notary Office

UNOFFICIAL COPY


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Seal

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DEPT-01 RECORDING \$18.25
1#3333 TRAN 2725 07/24/90 13:16:00
\$9400 # *90-355112
COOK COUNTY RECORDER

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639
OF
CRAIGIN FEDERAL BANK FOR SAVINGS
RICHARD J. JAMES

wait to


MY COMMISSION EXPIRES

Notary Public

GIVEN under my hand and Notarial Seal, this 11th day of JUNE, A.D., 19 90, 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; and the said Secretary then and there acknowledged that as custodian of the voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; 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 tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru- and Secretary of said Corpora-

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT President of COLE TAYLOR BANK

STATE OF ILLINOIS }
COUNTY OF }
SS }

ATTEST
Secretary
By _____ President

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

APURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE EASEMENTS SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS RECORDED AS DOCUMENT NO. 82600283 AND MORTGAGOR MAKES THIS CONVEYANCE SUBJECT TO THE EASEMENTS AND AGREEMENTS RESERVED FOR THE BENEFIT OF ADJOINING PARCELS IN SAID DECLARATION, WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO FOR THE BENEFIT OF THE REAL ESTATE ABOVE DESCRIBED AND ADJOINING PARCELS.

955112

S E E T S C R I T O N A S N O I T A R O P R O C

day of July 11th 1990

GIVEN, under my hand and Notarial Seal this 11th day of July 1990, to the following named 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.

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.

Assistant Secretary of Cole Taylor Bank/XXXXX
Ronald H. Friedeman
Vice-President, Trust Officer of COLE TAYLOR BANK/XXXXX and
Phyllis Lindstrom

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that

Linda L. Horcher

Attest
Vice-President, Trust Officer
Assistant Secretary

By
Cole Taylor Bank/XXXXX
as Trustee as aforesaid and not personally.

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

IN WITNESS WHEREOF, COLE TAYLOR BANK/XXXXX, 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.

THIS ASSIGNMENT OF RIGHTS, is executed by COLE TAYLOR BANK/XXXXX 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/XXXXX 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 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/XXXXX 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/XXXXX, 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.

IN WITNESS WHEREOF, COLE TAYLOR BANK/XXXXX, 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.

IN WITNESS WHEREOF, COLE TAYLOR BANK/XXXXX, 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.

IN WITNESS WHEREOF, COLE TAYLOR BANK/XXXXX, 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.

" OFICIAL SEAL " LINDA L. HORCHER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 8/18/90

STATE OF ILLINOIS
ss
COUNTY OF COOK

21555112

Property of Cook County Clerk's Office

(hereinafter called the Assignee), 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 hereinafter 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 hereinafter make or agree to, or which may be made or agreed to by the 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 _____ and described as follows, to-wit:

This instrument is given to secure payment of the principal sum of _____ Dollars.

and interest upon a certain loan secured by Mortgage or Trust Deed to _____

as Trustee or Mortgagee dated _____ 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. The 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 hereinafter 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 secured hereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the 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 whether before or after the sale hereunder, Assignee shall be entitled to take in full possession of the said real estate and premises hereinafter described, or of

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