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UNOFICIAL SECOPY

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. { 1	not personally, but as Trustee under Trust Agre	pement, dated, and known as Trust No
[×]	William Q. Kolettis,	puri: 61 recorping \$14.25
. [1]	a corporation.	1#2022 TRAN 0990 07/05/90 16 34 90
(1	a kmited partnership.	#1383 # 19 - # 90 359037 - come county becomber
. (1		neral partnership or joint venture.

("Assignor") whose mailing address is 1500 Greendate Avel. Park Ridge, IL 60058 as additional security for the payment of that certain Note of even date (Note') payable to the order of West Suburban Bank of Downers Grove/Lombard("Bank") in the principal sum of One Hundred Ninety Thousand and NO7100 Dollars (\$190,000.00) payable as therein specified with interest as therein provided and for the performance of the terms, covenants and conditions contained in said Note and the Mortgage of even date made by the Assignor to secure said Note and conveying the real estate hereinafter described, and also in consideration of the sum of One Dollar (\$1.00) in hand paid and of other good and valuable considerations, the receipt and sufficiency whereof are help), acknowledged, does hereby assign, transfer and set over unto Bank, and its successors and assigns, all the avails i rents.
Issued and profits now que, which may hereafter become due under or by virtue of any lease, or any renewals thereof, either oral or written, or any letting of or any agreement to the user or occupancy of any part of the real entate and premises hereinafter discribed which may have been herefolore. or may be hereafter made or arried to by the Bank under the powers herein granted. It being the intention hereby to establish an absolute transfer and assignment of all such leases 🚾 🐙 rements and all the avails, rents, issues and profits thereunder unto the Bank, all relating to the real estate and premises described on Exhibit 7, attached hereto

The Assignor, and each of their famore than one), and their beneficiaries if applicable, do hereby irrevocably appoint Bank the true and lawful atterney of the Assignor and each of them 10 take and from time to time retake possession of said premises, to collect all of said avails, rents, issues, and profits how due or hereafter to become due under each and every of the leases and agreements, or any renewals thereof, written or oral, existing or which may hereafter exist for and in contraction with said real estate, and to use such measures, legal and equitable, as in the discretion of the Bank may be deemed proper or necessary to enforce the phymeist or security of said avails, tents, issues and profits, and to secure and maintain possession of said real estate or any part thereof, and at the discrision of the Bank, to fill any and all vacancies, and to rent, lease or let all or any portion thereof For terms expiring either before or after the maturity of the indebtedness secured by said Mortgage, and to manage, maintain, preserve, operate and use the said real estate, and, in the discretion of the Bank, to cause to be written new policies in place thereof and also additional and rerieval policies, making same payable to the Bank under said Mortgage, or in case of foreclosure sale to the owner of the certificate of sale and of any deficie (cy. as their respective interests may appear, and in the case of loss under such policies to adjust, collect and compromise, in its discretion, all claims in organized and to sign all receipts, vouchers and releases required by the insurance companies therefor, and further with full power to use and apply or and with respect to said real estate the said avails, rents, issues and profits in such temperators amounts and in such order and priority as in the judgmen, and discretion of the tlank may be deemed proper for and on account of the payment of any indicatedness secured by said Mortgage and of any indebtive ess or liability, now existing or horeafter created, of the Assignor and its beneficiary if applicable to the Bank, now due or hereafter to become dur, and of all costs, charges, expenses and fees in the operation, management Care and preservation of said real estate together with all the improvements. It is used appurtenances, apparatus and equipment thereunto appertaining including all taxes and assessments and installments thereof, liens of mechanics and claims therefore Tepairs, improvements, alterations, renewals and restorations insurance premiums, the usual and customary, brokerage commission for leasing said real estate or any part thereof and for collecting rents and the reasonable compensation for all services rendered by virtue hereof by the far a and its attorneys, agents and servants, and all their expenses sheeless therein and such further sums as may be sufficient to indemnify the Bank agains, any liability, loss or damage on account of any matter or thing done in good talk benearder and further with power from time to him to substitute and ni order in fact to act hereunder in its place and stead in all or any matters aforesiad, and from time to time every such substitution and appointment at Masure to revoke, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times recalter without notice to the Assignor, its beneficiary or its logal representatives, heirs or assigns, and hereby ratifying all that the Bank may do tly virue hereof. The powers hereby created shall be irrevocable so long as any indebtedness secured by said Mortgage evidenced by the Note remails unpaid

After taking or retaking persession by virtue hereof, the Bank shall have the right to remain in pages serion of haid real estate. To collect the said avails, runts, issues and profits therefrom and to manage said real estate as hereinabove set forth, no with standing the institution of proceedings to foreclose the said Mortgage and the entry of any decree of foreclosure in any such proceedings, and notwithst indingany sale of said real estate pursuant to any such discress unless the amount paid at such sale shall be sufficient to pay the full amount due under the Ω insicf such discress, and to remaining possession of said real estate until the expiration of the period of iedemption from any such sale, and from time to time shall apply the net avails, ients issues and profits accoung after the sale of said real estate pursuant to such decree remaining after the payment of all caductible expenses, charges and loss for and on account of any deficiency reported to the Court in such proceeding. The provisions of this incluming shall and are intended to nervice any decree of foreclose and sale and any proceeding to foreclose the lien of said Mortgage. After taking or retaking procession by virtue hereof the Bank shall have the right from time to time to surrender possession without prejudice to its right to retake possessor by counter upon default as

Until default shall be made in the payment of the indubtedness evidenced by the Note and/or secured by said Mortgage or or the performance by the Assignor of any agreement therein, herein or in any other security document or agreement with Bank contained, the Assignor shall be permitted possess manage, operate and enjoy all the property, rights and privileges in said Mortgage encumbered, and to collect the avails rents issues and privileges in the property of the property of the privileges in the privileges and the privileges in the privileges in the privileges and the privileges in the privileges and the privileges are privileges and the privi , the Assignor of any agreement therein, herein or in any other security decument or agreement with Bank contained, the Assignor shall be permitted esitings or in any other security document or agreement with Bank (which notice need not specify the nature of defaults), and demand of payment fronts to the Bank, which demand if made upon the Assigner or its beneficiary shall fix and determine the prevailing rental per month for the portion Fol said premises occupied by the Assignor or its boneficiary, the tenants and occupants shall be obligated to account and pay to the Bank from and 🚍 ther the date of service of said notice and demand, all the avails, rents, escess and profits due or accruing under their respective leases and agreements without any duty or obligation on the part of said tenants or occupants to ascertain that a default in fact does exist, and in the event of demand upon the Assignor or its burningary, as aloresaid, the Assignor and its beneficiary agree and shall be obligated to pay to the Bank rent in advance for the portion of said premises occupied by Assignor or its beneficiary or any business entity in which Assignor or its buneficiary owns an interest in said entity portion of said premities occupied by Assignor or its beneficiary or any ousiness entity in minor complete the transfer of Bank in said domand, and a of tequal to or greater than lifty percent (50%) at the provailing rental therefore per month as fixed and determined by the Bank in said domand, and a fixed to or greater than lifty percent (50%) at the provailing rental therefore the fixed and determined by the Bank in said domand, and a fixed transfer of said and determined by the Bank in said domand, and a fixed transfer of said premium to the fixed and determined by the Bank in said domand, and a fixed transfer of said premium to the fixed and determined by the Bank in said domand, and a fixed transfer of said premium to the fixed and determined by the Bank in said domand, and a fixed transfer of said transfe failure on the part of the Assignor or its beneficiary promptly to pay said rent on the first day of each and every month in advance shall in and of itself constitute a forcible entry and detainer, and the Bank may in its own name and without any other notice or demand, maintain an action of forcible entry and dutainer against the Assignor or its beneficiary and obtain possession of the premises occupied by them

This Instrument Prepared By: Janel Wood, West Suburban Bank of Downers Grove/Lombard, 2800 South Finley Road, Downers Grove, R. 60515 under direction of Timothy P. Dincen

hand shall be returned to: Timothy P. Dineen, Vice President, West Suburban Bank of Downers Grove/Lombard, 2800 Finley Road, Downers Grove, IL 60515 359037

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Anything berein to the contrary not with it indired, re-liability of any soil whats lever is incurred or its maked inder and by virtue of this instrument for any performance of for any activities of bedone by the task in good fails of the my inistable of fact or law or anything which it may do or refrain from doing hereunder, except for it own willful default, it being understood and agreed that in taking possession and operating managing and preserving the said real estate, the Bank does so without incurring any liability for any matters or things expect as hereinabove provided

Failure by the Bank at any time to avail itself of all or any of the provisions hereof shall not be construed or deemed to be a waiver by it thereof. This instrument shall remain in full force and effect until the entire indebtedness secured by said Mortgage evidenced by the Note, has been fully paid, and, in case of a deficiency on foreclosure sale, until the expiration of the period of redemption from the sale.

The Bank may assign all its rights, tills and interest hereunder, and all the terms and provisions hereof shall be binding upon and inute to the benefit of the respective logal representatives, successors, assigns and substitutes of the respective parties hereto.

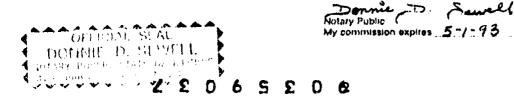
In the event the Assignor is the trustee of an illinois land trust, then this instrument is executed by the Assignor, not personally but solely as Frustee as aloresaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, coverants and conditions to be performed by the Assignor are undertaken by it solely as Trustee aloresaid, and not individually, and no personal liability be asserted or be enforceable against the undersigned by reason of anything contained in said instrument, or in any previously executed document, whother or not executed by the undersigned, either individually or as Trustee as aloresaid, relating to the subject matter of the foregoing instrument, all of such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

Executed at Lombard, Illinois as of July 23, 1990

PARTNERSHIP/JOINT VENTURE
Partnership,
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LAND TRUST
as Trustee under Agreement dated and known as Trust No, and not personally.
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Indoors (September 2)
William Wolter
William G. Kolottia
State of Illinois)
County of DuPage)

I, the undersigned, a Notary Public, in and for said County, in the State aloresaid, DO HEREBY CERTIFY THAT William Q. Koletis, personally known to be to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of July, A.D. 1990



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LEGAL DESCRIPTION

LOTS 10. 11 AND THE EAST HALF (1/2) OF LOT 12 IN BLOCK 10 IN REHM AND O'DELL'S SUBDIVISION OF BLOCKS 4 TO 10 IN ROBSON WEDDELL'S ADDITION TO OAK PARK, SAID ADDITION BEING A SUBDIVISION OF THE WEST 894 FEET OF THE WEST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) OF SECTION 18. TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

Permanent Index Number

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Commonly known as:

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