

UNOFFICIAL COPY

Countryside Bank
1190 SOUTH ELMHURST ROAD
MOUNT PROSPECT, ILLINOIS 60056
708/583-0800
"LENDER"

GRANTOR
George Triunfol 1435352
George Triunfol and Priscilla Anne
506 E. Orchard Triunfol, his wife
Arlington Hts., IL 60005
Telephone Number
708/577-7338 708/537-8444

**ASSIGNMENT
OF
RENTS**

BORROWER	ADDRESS OF REAL PROPERTY:
George Triunfol and Priscilla Anne Triunfol 506 E. Orchard Arlington Hts., IL 60005 His Wife Telephone Number 708/577-7338 708/537-8444	210 Greenbriar Elk Grove Vil., IL 60007

OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
JKR	10.00	\$55,000.00	08/22/91	08/22/96		

1. ASSIGNMENT. To further secure the payment of the promissory note or credit agreement described above (the "Note") and the performance of the Mortgage or Deed of Trust which encumbers the real property described in Schedule A on the reverse side of this Agreement, Grantor absolutely assigns to Lender all of Grantor's interest in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property and any improvements located thereon (the "Premises"). This Assignment is to be broadly construed and shall encompass all rights, benefits and advantages to be derived by the Grantor from the Leases including, but not limited to all rents, issues, income and profits arising from the Leases and renewals thereof, and all security deposits paid under the Leases. This Assignment is an absolute assignment rather than an assignment for security purposes only.

2. MODIFICATION OF LEASES. Grantor grants to Lender the power and authority to modify the terms of any of the Leases and to surrender or terminate the Leases upon such terms as Lender may determine.

3. COVENANTS OF GRANTOR. Grantor covenants and agrees that Grantor will:
- a. Observe and perform all the obligations imposed upon the landlord under the Leases.
 - b. Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the written consent of Lender.
 - c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of rental payments.
 - d. Refrain from modifying or terminating any of the Leases without the written consent of Lender.
 - e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.

4. REPRESENTATIONS OF GRANTOR. Grantor represents and warrants to Lender that:
- a. The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases.
 - b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Grantor or any assignee of Grantor.
 - c. No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.
 - d. Grantor has not accepted, and will not accept, rent in excess of one month in advance under any of the Leases.
 - e. Grantor has the power and authority to execute this Assignment.
 - f. Grantor has not performed any act or executed any instrument which might prevent Lender from collecting rents and taking any other action under this Assignment.

5. GRANTOR MAY RECEIVE RENTS. As long as Grantor or Borrower is not in default under any obligation to Lender or under the Mortgage or Deed of Trust of this Agreement, Grantor may collect all rents and profits from the Leases when due and may use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all rents and profits into an account maintained by Grantor or Lender at Lender's institution.

6. DEFAULT AND REMEDIES. Upon default in the payment of any indebtedness of Borrower to Lender or in the performance of any obligation or covenant of Borrower or Grantor in this Assignment or any other agreement, Lender may at its option, take possession of the real property and the improvements and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all rents, income and profits from the Premises, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all rents, income and profits to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the real property and the management and operation of the real property. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the rents, issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage or Deed of Trust. These amounts, together with attorneys' fees and other costs, shall become part of the indebtedness secured by the Mortgage or Deed of Trust and this Assignment.

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING THE PROVISIONS ON THE REVERSE SIDE. GRANTOR ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.

Dated: AUGUST 22, 1991

GRANTOR: George Triunfol
BY: *George Triunfol*
George Triunfol

GRANTOR:
BY: *Priscilla Anne Triunfol*
Priscilla Anne Triunfol
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
*Anne

TITLE: _____

TITLE: _____

GRANTOR: _____

GRANTOR: _____

BY: _____

BY: _____

TITLE: _____

TITLE: _____

LENDER: COUNTRYSIDE BANK

BY: _____

TITLE: _____

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OFFICIAL SEAL
JESSICA BATES
Notary Public, State of Illinois
My Commission Expires 2/21/95

1691 AUG 23 PM 12:46
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3990317
IN DUPLICATE
315
171254713

DELIVER TO
3990317
GILIZONZ LES
GREATER ILLINOIS
TITLE COMPANY
BOX 116
4/03/02/1

Commission expires: _____
Notary Public
August 1991
22nd day of _____

Commission expires: _____
Notary Public
day of _____

Given under my hand and official seal, this _____ day of _____, 1991, and voluntary act, for the uses and purposes herein set forth, signed, sealed and delivered the said instrument as this _____ day in person and acknowledged that _____ subscribed to the foregoing instrument, appeared before me personally known to me to be the same person _____ whose name is _____ and for said County, in the State of Illinois, DO HEREBY CERTIFY that _____ a notary public in and for said County, in the State of Illinois, DO HEREBY CERTIFY

Given under my hand and official seal, this _____ day of _____, 1991, and voluntary act, for the uses and purposes herein set forth, signed, sealed and delivered the said instrument as this _____ day in person and acknowledged that _____ subscribed to the foregoing instrument, appeared before me personally known to me to be the same person _____ whose name is _____ and for said County, in the State of Illinois, DO HEREBY CERTIFY that _____ a notary public in and for said County, in the State of Illinois, DO HEREBY CERTIFY

State of _____ County of _____
State of _____ County of _____

RECORDING \$14.00
COOK COUNTY RECORDER
11111 2443 08/23/91 1447571
4 0914 1190 353532

61435357

- 19. ADDITIONAL TERMS.
- 18. MISCELLANEOUS.
- 17. MODIFICATION AND WAIVER.
- 16. NOTICE.
- 15. SEVERABILITY.
- 14. COLLECTION COSTS.
- 13. INDEPENDENT RIGHTS.
- 12. NOTICE TO TENANTS.
- 11. GENERAL INTEREST.
- 10. MODIFICATION AND WAIVER.
- 9. NOTICE TO TENANTS.
- 8. GENERAL INTEREST.
- 7. POWER OF ATTORNEY.

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91435352

Property of Cook County Clerk's Office

Permanent Tax I.D. Number: 0828210014

The legal description of the Property is:
Lot 713 in Elk Grove Village Section 1 South, being a subdivision in the
North 1/2 of Section 28, Township 41 North, Range 11, East of the Third
Principal Meridian, according to the Plat thereof recorded in the
Recorder's Office of Cook County, Illinois, on April 24, 1957, as Document
1686255 and filed in the Office of the Registrar of Titles of Cook County,
Illinois, on April 24, 1957, as Document 1734744, on Cook County, Illinois.

The street address of the Property (if applicable) is:
210 Greenbriar
Elk Grove Vll., IL 60007

SCHEDULE A

9 1 4 3 5 3 5 2

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Property of Cook County Clerk's Office

RECORDED IN BOOK 1107 PAGE 110

COOK COUNTY CLERK