

Loan # 4269280603

91089013

ASSIGNMENT OF RENTS

DEPT-01 RECORDING 914.29
T#2222 TRAN 5516 02/27/91 09:32:00
#4824 # B *-91-089013
COOK COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS; that Beverly Trust Company, as successor trustee to Beverly Bank, not individually, but A/T/U Trust Agreement dated January 8, 1991, as Trust No. 8-9072, in order to secure an indebtedness of ONE HUNDRED SIXTY THOUSAND AND NO/100 (\$160,000.00), executed a Mortgage of even date herewith, mortgaging to BEVERLY BANK, Cook County, Illinois, the following described real estate:

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Lot 8 in the Resubdivision of Radloff-DeHaan Subdivision being a Subdivision of the West 158 feet of the South 1/2 of the East 1/2 of the South 1/2 of the East 1/2 of the North East 1/4 (except the South 50 feet thereof) in Section 9, Township 38 North, Range 13, East of the Third Principal Meridian (except from the above described tract of the West 33 feet thereof) in Cook County, Illinois.

note secured thereby;

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, we hereby sell, assign, transfer, let, demise and set over unto the said BEVERLY BANK the possession of and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, of any agreement for the use or occupancy of any part of the premises hereinbefore described, which may have made by the assignee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the assignee herein.

And, we hereby irrevocably appoint the said BEVERLY BANK, as agent for the management of said property, and they may let and relet said premises or any part thereof according to their own discretion, and they may bring or defend any suits in connection with said premises in their own name or in our names, as they consider expedient, and may make such repairs to the premises as they consider expedient; and they may do anything in and about said premises that we might do, hereby ratifying and confirming anything and everything that our attorney may do.

Said assignee and attorney-in-fact shall apply the proceeds of said building first in payment of the taxes and operating expenses and then on account of the principal and interest of indebtedness, and on account of expenses of foreclosure or other legal actions which might arise by virtue of the terms of the mortgage heretofore referred to.

This Assignment and power of attorney shall only be operative in the event of a default in the payment of principal or interest secured by said mortgage, or in the event of a breach of any of the covenants in said mortgage contained, and in the event of a foreclosure of the mortgage heretofore referred to, the BEVERLY BANK, or its duly authorized agent, may and can proceed under this Assignment of Rent, in lieu of the appointment of a receiver for the premises, and its or its agent shall have the same power and rights as a receiver would have if appointed by virtue of the terms of the mortgage.

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R2-561
RE TITLE SERVICES #

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This Assignment and power of attorney shall only be operative in the event of a default in the payment of principal or interest secured by said mortgage, or in the event of a breach of any of the covenants in said mortgage referred to, the BEVERLY BANK, or its duly authorized agent, may and can proceed under this Assignment of Rent, in lieu of the appointment of a receiver for the premises, and its or its agent shall have the same power and rights as a receiver would have if appointed by virtue of the terms of the mortgage.

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NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, we hereby sell, assign, transfer, let, demise and set over unto the said BEVERLY BANK the possession of and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises heretofore described, which may have been made by the assignee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avals thereunder into the assignee herein.

and, whereas, BEVERLY BANK is the holder of said mortgage and the note secured thereby; which has the address of 1455 S. Lamon, Midlothian, Illinois, (herein "Property Address");

Permanent Index Number : 28-09-206-025

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COOK COUNTY RECORDER

ASSIGNMENT OF RENTS

91089013

Loan # 2869280603

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This document is made by and for the use of the BEVERLY BANK, and that no person is liable upon or in consequence of any of the covenants of this document, either expressed, or implied.



Prepared By:

REALTY SERVICES #

R-561

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4824 # B * - 91-089013

UNOFFICIAL COPY

10/10/2011

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10/10/2011

Property of Cook County Clerk's Office

Handwritten initials/signature

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This Assignment and power of attorney shall only be operative in the event of a default in the payment of principal or interest secured by said mortgage, or in the event of a breach of any of the covenants in said mortgage contained, and in the event of a foreclosure of the mortgage heretofore referred to, the BEVERLY BANK, or its duly authorized agent, may and can proceed under this Assignment of Rent, in lieu of the appointment of a receiver for the premises, and its or its agent shall have the same power and rights as a receiver would have if appointed by virtue of the terms of the mortgage.

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NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, we hereby sell, assign, transfer, let, demise and set over unto the said BEVERLY BANK the possession of and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of any part of the premises hereinbefore described, which may have been made by the assignee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avals thereunder unto the assignee herein.

and, whereas, BEVERLY BANK is the holder of said mortgage and the note secured thereby;

Permanent Index Number : 28-09-206-025

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COOK COUNTY RECORDER

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ASSIGNMENT OF RENTS

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Loan # 4269280603

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RE: TITLE SERVICES #

R2-561

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Property of Cook County Clerk's Office

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And this Assignment and power of attorney shall continue in full force and effect until the indebtedness secured by said mortgage, including interest and advances, have been duly paid at which time this Assignment and power of attorney shall terminate.

This Agreement shall be binding upon and inure to the benefit of the heirs, executors and assigns of the parties hereto, and shall be construed as a covenant running with the land.

Given under our hands and seals this 10th day of January, 1991.

By: *[Signature]*
Beverly Trust Company, as
successor trustee to Beverly
Bank, not individually, but
A/T/U Trust Agreement dated
January 8, 1991, as Trust
No. 8-9072

Attest: *[Signature]*
Asst. Trust Officer

This document is made by Beverly Trust Company as Trustee and accepted upon the terms and conditions of the Beverly Trust Company enters into the same and the Beverly Trust Company and that no personal liability is assumed by the Trustee. The Trustee is not held against Beverly Trust Company or its officers, directors or agents in the making or executing this document and if any liability is incurred, all such liability, if any being expressed, written or implied, Beverly Trust Company be held personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied.



Prepared By:
Beverly Bank
8811 W. 159th St.
Oklahoma Hills, IL 60477

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