

UNOFFICIAL COPY

9 1 1 0 0 1 6 6

91100166

WHEN RECORDED MAIL TO:

RIVER FOREST STATE BANK AND TRUST COMPANY
7727 WEST LAKE STREET
RIVER FOREST, ILLINOIS 60305
ATTENTION: REAL ESTATE DEPARTMENT



Space Above

91100166

ASSIGNMENT OF

91-100166
COOK COUNTY RECORDER

River Forest, Illinois
February 28, 1991

KNOW ALL MEN BY THESE PRESENTS THAT JANUSZ KUTA, a bachelor, of 10360 Michael Todd Terrace, Glenview, Illinois 60025 (hereinafter referred to as the "Borrower"), in consideration of Ten and 00/100 Dollars (\$10.00), and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer and set over unto RIVER FOREST STATE BANK AND TRUST COMPANY, an Illinois banking corporation (hereinafter referred to as the "Bank"), its successors and assigns, 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 hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use, sale or occupancy of, any part of the real estate and premises hereinafter described, which the Borrower 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 to

This instrument was prepared by:

Claude E. L'Heureux, Vice President
River Forest State Bank and Trust Company
7727 West Lake Street
River Forest, Illinois 60305

377639

Property of Cook County Clerk's Office

91100166

UNOFFICIAL COPY 910166

it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements, and all the rents, earnings, issues, income and profits thereunder, unto the Bank, all relating to the real estate and premises situated in the County of Cook and described as follows, to wit:

THE NORTH 82 1/2 FEET OF THE EAST 159 FEET OF THE NORTH 165 FEET OF THAT PART LYING SOUTH OF THE SOUTH LINE OF COLFAX STREET OF THE EAST 20 RODS (330 FEET) OF THE WEST 40 RODS (660 FEET) OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT PART TAKEN FOR BROCKWAY STREET) IN COOK COUNTY, ILLINOIS.

PIN: 02-35-407-016

222 N. Brockway - Palatine

hereby releasing and waiving all rights, if any, of the Borrower under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This instrument is given to secure payment of the principal sum and the interest of or upon that certain promissory note dated February 28, 1991, in the original principal amount of ONE HUNDRED TWENTY THOUSAND EIGHT HUNDRED DOLLARS (\$120,800.00) (hereinafter referred to as the "Note") secured by a Mortgage of even date herewith in favor of the Bank (hereinafter referred to as the "Mortgage") and filed for record in the Recorder's Office of County, Illinois, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until the Note and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under the Note and the Mortgage have been fully paid.

UNOFFICIAL COPY

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 Mortgage and/or the Note.

Without limitation of any of the legal rights of the Bank as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, the Borrower hereby covenants and agrees that in the event of any default by the Borrower under the Mortgage, the Borrower will, whether before or after the Note secured by the Mortgage is declared to be immediately due in accordance with the terms of the Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith, upon demand of the Bank, surrender to the Bank, and the Bank shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, 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 the Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of the Borrower relating thereto, and may exclude the Borrower, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents, and may, at the expense

UNOFFICIAL COPY 6 6

of the mortgage property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcel and for such times and on such terms as it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Borrower to cancel the same, and in every such case the Bank shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Bank shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses 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 prior or property 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 its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered 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

UNOFFICIAL COPY 6 6

the Bank hereunder, the Bank may apply any and all monies arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on the principal and overdue interest on the Note secured by the Mortgage, at the rate therein provided;

(2) To the payment of the interest accrued and unpaid on the Note;

(3) To the payment of the principal of the Note from time to time remaining outstanding and unpaid;

(4) To the payment of any and all other charges secured by or created under the said Mortgage above referred to; and

(5) To the payment of the balance, if any, after the payment in full of the items hereinabove referred to in (1), (2), (3) and (4) to the Borrower.

This instrument shall be assignable by the Bank and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of the Bank, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but the Bank, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

UNOFFICIAL COPY 66

The payment of the Note and release of the Mortgage securing said Note shall ipso fact operate as a release of this instrument.

IN WITNESS WHEREOF, the undersigned have signed this Assignment of Rents on the day and year first above written at River Forest, Illinois.

X Janusz Kuta
Janusz Kuta

STATE OF ILLINOIS

) SS.

COUNTY OF COOK)

I, JULIAN E KULAS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Janusz Kuta, a bachelor,, who is 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of the homestead.

GIVEN under my hand and notarial seal this 25 day of

FEB, 1991.

Julian E Kulas
Notary Public



My commission expires: _____

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CLERK OF COURT
SARAH B. HARRIS
COUNTY CLERK
JAN 15 2014