

UNOFFICIAL COPY

Loan No. 12-60631-02

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

LORRAINE SANTANGELO, SAMUEL A. SANTANGELO and BARBARA SANTANGELO, as Trustees, Under the

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated December 27, 1985 Trust #612 of the VILLAGE of Mt. PROSPECT, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of ONE HUNDRED NINETY-FIVE THOUSAND AND NO /100 Dollars (\$ 195000.00), 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:

PARCEL 1:

THAT PART OF LOT 1 IN HENRY GRANDT AND OTHERS SUBDIVISION OF PART OF SECTIONS 12 AND 13, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 29, 1923 AS DOCUMENT NUMBER 7790590, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 328.62 FEET EAST AND 424.42 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1, AS MEASURED ALONG THE SOUTH LINE THEREOF AND ALONG A LINE AT RIGHT ANGLES THERETO (THE SOUTH LINE OF SAID LOT 1

THENCE SOUTH 68 DEGREES 56 MINUTES 00 SECONDS EAST, 11.55 FEET; THENCE SOUTH 08 DEGREES 56 MINUTES 00 SECONDS EAST, 4.56 FEET; THENCE NORTH 81 DEGREES 04 MINUTES 00 SECONDS EAST, 8.66 FEET THENCE SOUTH 53 DEGREES 56 MINUTES 00 SECONDS EAST, 14.62 FEET; THENCE SOUTH 08 DEGREES 56 MINUTES 00 SECONDS EAST, 32.79 FEET; THENCE SOUTH 81 DEGREES 04 MINUTES 00 SECONDS WEST, 56.75 FEET; THENCE NORTH 08 DEGREES 56 MINUTES 00 SECONDS WEST, 53.46 FEET; THENCE NORTH 81 DEGREES 04 MINUTES 00 SECONDS EAST, 27.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN INSTRUMENT DATED JUNE 9, 1988 AND RECORDED ON JUNE 10, 1988 AS DOCUMENT NUMBER 88253526.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN INSTRUMENT DATED SEPTEMBER 1, 1978 AND RECORDED ON OCTOBER 12, 1978 AS DOCUMENT NUMBER 24666972.

PARCEL 4:

EASEMENT FOR PARTY WALLS, INGRESS AND EGRESS AS CREATED BY AMENDMENT AND RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, PARTY WALLS AND EASEMENTS DATED JUNE 9, 1988 AND RECORDED ON JUNE 10, 1988 AS DOCUMENT NUMBER 88253528 AND BY SUPPLEMENTAL DECLARATION TO FIRST AMENDMENT TO AGREEMENT TO PROVIDE PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS DATED DECEMBER 19, 1989 AND RECORDED ON DECEMBER 20, 1989 AS DOCUMENT NUMBER 89608946.

COMMONLY KNOWN AS 363 INLAND DRIVE, WHEELING, ILLINOIS 60090.

PERMANENT INDEX #03-12-300-062

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

GIVEN under my hand and Notarial Seal this 11TH day of MARCH, A.D. 19 91.

OFFICIAL SEAL
LOUIS J. RICHTER
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/1/92

[Signature]
Notary Public

91154584

This Assignment of Rents is executed by LORRAINE SANTANGELO, SAMUEL A. SANTANGELO and BARBARA SANTANGELO, as Trustees as aforesaid in the exercise of the power and authority conferred upon and vested in them as such Trustees, and said LORRAINE SANTANGELO, SAMUEL A. SANTANGELO and BARBARA SANTANGELO here warrants that they possess full power and authority to execute this instrument.

3 all

WMB 5/10/666

N901052

NO-CARDS

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 _____ day of _____, A. D., 19 _____.

ATTEST

By _____

President

Secretary

STATE OF _____ } ss.
COUNTY OF _____

I, _____, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT _____

President of _____
and _____ Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
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
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 Notarial Seal, this _____ day of _____, A. D., 19 _____.

Notary Public.

MY COMMISSION EXPIRES _____

DEPT-01 RECORDING \$14.00
T43333 TRAN 9081 04/05/91 12:13:00
#8728 # C # - 91 - 154584
COOK COUNTY RECORDER

91154581

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

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

A
N
D

T
R
U
S
T
E
E
S

91154581

1400 Box (403)

UNOFFICIAL COPY

91154584

MY COMMISSION EXPIRES
LOUIS J. RICHARDS
OFFICIAL PUBLIC STATE OF ILLINOIS
NOTARY PUBLIC

GIVEN under my hand and Notarial Seal this 11TH day of MARCH A.D. 19 91

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

appeared before me this day in person, and acknowledged that they

personally known to me to be the same person whose name is

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SAMUEL A. SANTIANGELO and

BARBARA SANTIANGELO and LORRAINE SANTIANGELO, as Trustees

subscribed to the foregoing instrument.

I, the undersigned, a Notary Public in

the County of ILLINOIS

do hereby certify that the foregoing instrument was executed by the

parties named herein on the day and date above written.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 11TH

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

day of MARCH A.D. 19 91

STANDARD

1981052

443

5110666

(3) 210

COMMONLY KNOWN AS 563 INLAND DRIVE, WHEELING, ILLINOIS 60090

and, whereas, said Mortgagee, the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer, and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may hereafter become due, under or by virtue of any lease, either oral or written, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the aforesaid hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee shall have the power to use and apply said avals, 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 attorney's agents and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise 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 undersigned 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 or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant 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 right under this Assignment until after default in any payment secured by the Mortgage to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

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

It is understood and agreed that the Mortgagee will not exercise its right under this Assignment until after default in any payment secured by the Mortgage to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

SAMUEL A. SANTIANGELO and BARBARA SANTIANGELO here warrants that they possess full power and authority to execute this instrument.

Property of the Office

UNOFFICIAL COPY

1410 x 32 x (403)

91154581

Property of Cook County Clerk's Office

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

91154581

DEPT-01 RECORDING \$14.00
#8728 # C #-91-154584
#3333 TRAN 9081 04/05/91 12:13:00
COOK COUNTY RECORDER

MY COMMISSION EXPIRES

Notary Public

GIVEN under my hand and Notarial Seal, this _____ day of _____, A. D., 19____, 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; _____ 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; _____ Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and _____ Secretary of _____ President of _____

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF _____ COUNTY OF _____ } SS.

Secretary

ATTEST

SECRETARY'S NOTARION