

(3) 411

UNOFFICIAL COPY

91190632

ASSIGNMENT OF LEASES AND RENTS

For the purpose of further securing the Note dated 4/22/91 made by ROSE HUNPHIN, UNMARRIED NEVER HAVING BEEN MARRIED

payable to WESTBANK/NAPERVILLE in the principal amount of Thirty-five thousand and NO/100----- (\$ 35,000.00)

secured by a FIRST MORTGAGE AS DESCRIBED ON EXHIBIT A ATTACHED HERETO

bearing even date with said Note, whereby ROSE HUNPHIN, UNMARRIED

15.00

conveyed to the WESTBANK/NAPERVILLE, an Illinois banking corporation, the real estate described in Exhibit A hereto as well as securing the performance of Borrower's covenants under a Security Agreement and Guaranty of even date with the Note, and in the consideration of the making by

WESTBANK/NAPERVILLE, (hereinafter called the "Bank"), of the loan evidenced by said Note, the undersigned does hereby assign, transfer and set over unto the Bank all the right, title and interest of the undersigned in, to and under all leases of any and every kind, whether written or verbal, now or hereafter existing with respect to said real estate or any part thereof, together with all rents accrued and to accrue and all other rents at any time arising out of said real estate: hereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said Note or said Mortgage or this Assignment. This Assignment shall remain in full force and effect until all indebtedness secured by said Mortgage has been paid in full.

The undersigned does further hereby covenant and agree with the Bank that until said indebtedness has been paid in full the undersigned, upon the Bank's request, will furnish to true copies of all leases and will make, sign and deliver to the Bank such other and additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any time arising out of said real estate.

Until the Bank shall notify the lessee or lessees under any lease or leases of said real estate that there has been a default under said Note or said MORTGAGE or this Assignment, such lessee or lessees shall be entitled to pay such rents as they become due to the undersigned.

In the event of any default under said Note or MORTGAGE or this Assignment, the Bank shall have the right (but not the

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duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the names of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under any lease, or leases, and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, by the Bank shall not be responsible for the performance of any of the covenants of the lessor or lessors of the lessee or lessees in said lease or collection of such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Assignment of Beneficial Interest.

If the Bank shall negotiate or transfer said Note, it may assign all its rights, title and interest hereunder to the holder or transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

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If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the terms "the undersigned" shall be taken to refer to each and all of the signers. Dated this 22nd day of April, 19 91.

Rose Lumpkin
ROSE LUMPKIN, UNMARRIED

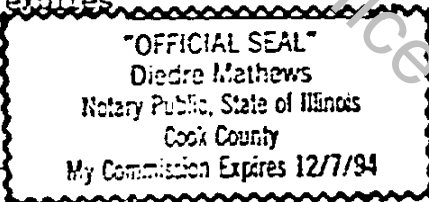
STATE OF ILLINOIS)
COUNTY OF COOK)

I, THE UNDERSIGNED, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROSE LUMPKIN UNMARRIED NEVER HAVING BEEN MARRIED, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 22nd day of APRIL, 19 91.

Diedre Mathews
Notary Public

My Commission expires



Prepared by & Mail to:
Westbank/Naperville
1112 S. Washington Street
Naperville, Il. 60566

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EXHIBIT A

LOT 17 IN TINKER'S SUBDIVISION OF BLOCK 6, THE NORTH 160 3/12 FEET OF BLOCK 7, THE NORTH 160 3/12 FEET OF WEST 133.85 FEET OF BLOCK 16 AND THE WEST 133.85 FEET OF BLOCK 17 IN ASHLAND, A SUBDIVISION OF 20.00 3/4 CHAINS EAST AND ADJOINING THE WEST 22.85 CHAINS SOUTH OF RAILROAD OF SECTION 11 TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #15-10-127-038-0000 known as: 142 S. 18th Avenue Maywood, Il. 60153,

Property of Cook County Clerk's Office

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