

UNOFFICIAL COPY \$2405100

ASSIGNMENT OF DEEDS

Bridgeview, Illinois.

MAY 26

1992

Know all Men by these Presents,

that BRIDGEVIEW BANK AND TRUST COMPANY

an Illinois Corporation, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank

in pursuance of a Trust Agreement dated MAY 15, 1992

number 1-2088 (hereinafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid and of other

good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over

unto BRIDGEVIEW BANK AND TRUST COMPANY

all the rents, earnings, income, issues and profits, if any, 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 oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following

described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits

thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of COOK and described as follows:

LOT 2 IN GRIDER'S SUBDIVISION OF THE EAST 100 FEET OF THE WEST 317 FEET OF THAT PART OF THE NORTH 1/2 OF LOT 156 LYING SOUTH OF THE POWER LINE COMPANY RIGHT OF WAY IN FREDERICK H. BARTLETT'S FIRST ADDITION TO FREDERICK H. BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ALSO LOT 3 IN FICKETT'S SUBDIVISION OF PART OF LOT 155 AND THE NORTH 1/2 OF LOT 156 IN FREDERICK H. BARTLETT'S FIRST ADDITION TO FREDERICK H. BARTLETT'S 79TH STREET ACRES, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 19-31-300-028-0000 ONE MILLION THREE HUNDRED THOUSAND

PROPERTY ADDRESS: 8324 S. BRIDGEVIEW, IL 60455

This instrument is given to secure payment of the principal sum of \$1,300,000.00 (One Million Three Hundred Thousand Dollars), and interest upon a

certain loan secured by Mortgage or Trust Deed to BRIDGEVIEW BANK AND TRUST COMPANY

MAY 26, 1992

as Trustee or Mortgagee dated May 26, 1992, at the rate of six percent (6%) per annum, and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage have been fully paid.

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 Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are declared to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the title of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and to do 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 said Trust Deed or 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 relating thereto, and may exclude the Assignor, its beneficiaries or its agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as to the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense 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 proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee 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 Assignee 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 Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

(1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

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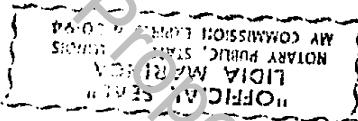
Assignment of Rents

Box No. 206

BIDGEVIEW BANK AND TRUST COMPANY

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COUNTY OF Cook
STATE OF ILLINOIS

The Understaged

This trustee is so described and not personally, under Trust No. 1-2088

THE WITNESSES WITNESSED WITH UNQUOTE IN THE BANK AND TRUST COMPANY OF GOMBERG AND CO., Vice-president, and its corporate seal to be hereunto affixed and witnessed by us.

this release of the third lead or derivative segment and note shall ipso facto operate as a release of this instrument.

terms hereof but said Assignee of the Agreements, attorneys, successors or assigns of the Assignee shall have full right, power and authority to enforce this Agreement in the name of the Assignee and to exercise all rights and powers herein granted to the Assignee.

The perspective executives, administrators, legal professionals and assessors of each of the parties themselves, and the ultimate outcome of the assignment, are also key to the success of the terms, provisions and