

UNOFFICIAL COPY

PETERSON BANK
LAND TRUST
ASSIGNMENT OF RENTS

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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The above space for RECORDER'S USE ONLY

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Chicago, Illinois October 20 1992

Know all men by these Presents, that Chicago Title and Trust Company, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated August 20, 1992

and known as its Trust Number 1097399, hereafter 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 PETERSON BANK, an Illinois Banking CORPORATION having an office and place of business in Chicago, Illinois, hereinafter called the Assignee, 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 may become 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 State of Illinois, and described as follows, to wit:

Per legal description attached hereto and made a part hereof.

Pin No.: 09-09-401-079-0000

Property Address: 9600 Reding Circle, Des Plaines, Illinois 60016

This instrument is given to secure payment of the principal sum of Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars, and interest upon a certain loan secured by the Mortgage or Trust Deed to PETERSON BANK as Trustee or Mortgagee dated October 20, 1992 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 accrued or may hereafter accrue under said Trust Deed or Mortgage have been paid.

This assignment shall not become operative until a default exists in the payment of the 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 in 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 lien 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 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 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 their 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 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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Attn.: Lucia Ltm
Chicago, IL 60659
3232 W. Peterson Ave.
Peterson Bank

No BOX 333 - TH

Place in Recorder's Box
9590 Redding Circle, Des Plaines, Illinois
MAIL TO
Reference: CO/lok Klm, Bony U.
FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

"OFFICIAL SEAL"
Carolyn Saul
Notary Public, State of Illinois
My Commission Expires 9/4/95

Given under my hand and Notarial Seal this
18 92
day of
Notary Public

Notarial Seal

the same persons whose names are subscribed to the foregoing instrument as such officers 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 Company for the uses and purposes therein set forth; and the said officers then and there acknowledged that the said Company, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Chicago Title and Trust Company
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named officers of the

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:

Chicago Title and Trust Company
As Trustee
As aforesaid and not personally
By _____
ASST. VICE-PRESIDENT
SEC

CORPORATE SEAL

THIS ASSIGNMENT OF RENTS is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right to security hereunder, and that so far as the said trustee personally is concerned, the legal holder or holder of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or co-maker if any.
IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.
The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce 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 rights under the terms hereof but said Assignee or the agents, attorneys, successors or assigns of the Assignee 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.
This instrument shall be assignable by Assignee, 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.

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PARCEL 1:

THAT PART OF LOT 1 IN THE LAKE MARY ANNE SUBDIVISION OF PART OF SECTIONS 9 AND 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH OF LOT 1 AFORESAID 610.82 FEET EAST OF THE MOST WESTERLY SOUTHWEST CORNER THEREOF (SAID SOUTH LINE HAVING A BEARING OF NORTH 88 DEGREES 38 MINUTES 25 SECONDS WEST); THENCE NORTH 7 DEGREES 21 MINUTES 35 SECONDS EAST 265.00 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 00 SECONDS EAST 271.20 FEET TO A POINT ON A LINE HAVING A BEARING OF SOUTH 55 DEGREES 44 MINUTES 40 SECONDS WEST AND DRAWN THROUGH A POINT ON THE WEST LINE OF LOT 1 AFORESAID 75.53 FEET NORTH OF THE MOST WESTERLY SOUTHWEST CORNER THEREOF; THENCE SOUTH 55 DEGREES 44 MINUTES 40 SECONDS WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 276.27 FEET TO THE POINT OF BEGINNING ON A LINE DRAWN NORTH 13 DEGREES 38 MINUTES 25 SECONDS WEST THROUGH A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID 510.82 FEET EAST OF THE MOST WESTERLY SOUTHWEST CORNER THEREOF; THENCE SOUTH 13 DEGREES 38 MINUTES 25 SECONDS EAST 387.03 FEET TO SAID POINT ON THE SOUTH LINE OF SAID LOT, BEING 510.82 FEET EAST OF THE MOST WESTERLY SOUTHWEST CORNER THEREOF; THENCE NORTH 88 DEGREES 38 MINUTES 25 SECONDS WEST ALONG SAID SOUTH LINE 130.0 FEET TO A POINT 380.82 FEET EAST OF SAID MOST WESTERLY SOUTHWEST CORNER; THENCE NORTH 0 DEGREES 19 MINUTES 25 SECONDS WEST 345.36 FEET TO SAID LINE HAVING A BEARING OF SOUTH 55 DEGREES 44 MINUTES 40 SECONDS WEST; THENCE NORTH 55 DEGREES 44 MINUTES 40 SECONDS EAST 49.17 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAN THEREOF RECORDED OCTOBER 27, 1965 AS DOCUMENT 19630839.

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PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY GRANT OF EASEMENT DATED NOVEMBER 4, 1966 AND RECORDED DECEMBER 6, 1966 AS DOCUMENT NUMBER 20016197 AND AS AMENDED BY INSTRUMENT RECORDED JANUARY 21, 1969 AS DOCUMENT 20734489, OVER AND UPON:

- (1) THE NORTH 33 FEET OF LOT 1.
- (2) THE WEST 33 FEET OF LOT 1 (EXCEPT THAT PART FALLING IN PARCEL 1 AFORESAID).
- (3) THE SOUTH 33 FEET OF THAT PART OF LOT 1 FALLING IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (4) THE WEST 33 FEET OF THE SOUTH 312.95 FEET OF THAT PART OF LOT 1 FALLING IN THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (5) THE EAST 33 FEET (EXCEPT THE SOUTH 417.64 FEET AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF LOT 1 LYING WEST OF AND ADJOINING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (6) THE NORTH 33 FEET OF THAT PART OF LOT 1 LYING EAST OF AND ADJOINING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
- (7) THE EAST 33 FEET OF THE NORTH 142.64 FEET OF THE SOUTH 417.64 FEET (AS MEASURED ON THE EAST LINE THEREOF) OF THAT PART OF LOT 1 LYING WEST OF AND ADJOINING THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 12, ALL IN THE LAKE MARY ANNE SUBDIVISION OF PART OF SECTIONS 9 AND 10, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART FALLING IN PARCEL 1 AFORESAID)