

UNOFFICIAL COPY
ASSIGNMENT OF RENTS

McHenry, Illinois, January 23, 1992.

Know all Men by these Presents,

THAT THE MCHENRY STATE BANK

a State Banking Association, not personally but as a 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 February 24, 1989 and known as trust number 4590, hereinafter called First Party, 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

MCHENRY STATE BANK

its successors and assigns (hereinafter called the Second Party), 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 or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to; or which may be made or agreed to by the Second Party under the powers hereinafter granted to 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 Second Party herein, all relating to the real estate and premises situated in the County of Cook, and described as follows, to-wit:

PARCEL 1:

THE SOUTH 90.58 FEET OF THE NORTH 303.75 FEET OF THE SOUTH 1/2 OF LOT 16 (EXCEPT THE WEST 40 FEET THEREOF) IN A. T. MCINTOSH'S ARLINGTON HEIGHTS FARMS, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 90.58 FEET OF THE NORTH 303.17 FEET OF THE SOUTH 1/2 OF LOT 16 (EXCEPT THE WEST 40 FEET THEREOF) IN A. T. MCINTOSH'S ARLINGTON HEIGHTS FARMS, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE NORTH 122.59 FEET OF THE SOUTH 1/2 OF LOT 16 (EXCEPT THE WEST 40 FEET THEREOF) IN A. T. MCINTOSH'S ARLINGTON HEIGHTS FARMS A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENTS SET FORTH IN THE DECLARATION OF EASEMENTS AND COVENANTS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, AS DOCUMENT 17448935, IN COOK COUNTY, ILLINOIS

11-15, 19-21 N. Almond - All lots., pl.
0329 412 033 0000

92068214

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 may seem judicious, and may insure and reinsurance the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said trust deed, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party 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 Second Party 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 proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party 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 Second Party 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 Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on the note or notes secured by said trust deed, at the rate therein provided; (2) To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the principal of said note or notes 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 trust deed above referred to; and (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

95.00
-17-

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Box No.....

Assignment of Rents

MCHENRY STATE BANK

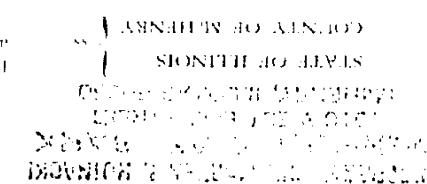
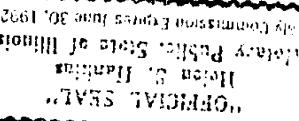
as Trustee

of

MCHENRY STATE BANK
MCHENRY, ILLINOIS

BCC Form 80475

920621A



Notary Public
day of January 1992
Giles under my hand and Notarized Seal this 28th

of said Bank as Trustee as aforesaid, for the uses and purposes the aforesaid Bank
to said Bank to said instrument as is own title and authority and as the corporate seal
acknowledged that, as custodian of the corporate seal of said Bank, did also the corporate seal
designed, for the uses and purposes herein set forth and acknowledged this officer, the said trustee
wishes as soon thereafter and voluntary and unswayed and soberly and soberly as to said Bank
appended before me this day in person and acknowledged it in the city and state of said trustee
the foregoing instrument as such Vice-President & Trust Officer, and Assistant Trust Officer respectively,
of said Bank, who are personally known to me, as the same persons whose names are subscribed to
the foregoing instrument as such Vice-President & Trust Officer, and Assistant Trust Officer respectively,

Gerald Heite, Trust Officer

Acknowledged & this officer to the above Bank and

Philip S. King, Vice Pres. & Sr. Trust Officer
of Notary Public, in and for County, in the said office, hereby certify, that
Helen S. Rankins, the undersigned

ATTESTED
Helen S. Rankins
Helen S. Rankins
Vice-President & Trust Officer
As trustee or aforesaid and not personally.

MCHENRY STATE BANK

IN WITNESS WHEREOF, The Mchenry State Bank, whose powers have been granted to its Assignment Trust Officer, has caused these presents to be signed by the Assignment Trust Officer, the day and year first above written,

Box 33 - TH

This Assignment of Rents is executed by The Mchenry State Bank, and its powers herein granted shall be exercisable by the Assignment Trust Officer, but as trustee as aforesaid in the exercise of the power and authority so exercisable this instrument. And in expressly understanding and agreeing that bank hereby waives the exercise of any power granted or retained by it in said instrument except as provided below shall be construed as retaining and reserving to the Assignment Trust Officer the power and authority to execute this instrument. This instrument shall not be construed as a release of the power and authority to execute this instrument.

The feature of Second Trustee or any of its agents or trustees, successors or assigns, to avail itself of the instruments, powers and conditions of this instrument, at any time or times that shall be demanded by, and exercise the powers hereunder, at any time or times that shall be demanded by, the full right, power and authority to enforce this agreement, but said Second Trustee, or its agents or trustees, successors or assigns shall have full right, power and authority to demand of the terms, provisions, or conditions herein, or to be a witness of any of the terms, or to avail itself of the terms, or to demand of the terms, provisions, or conditions herein, shall not be construed or implied or otherwise to the benefit of the parties hereto, but as trustee as aforesaid, successors or assigns of each of the parties hereto, legal representations, assignments and provisions hereof shall be binding upon and

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payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party
the principal of said note or notes from time to time remaining outstanding and unpaid (4) To the payment of any and all other
rate interest provided (2) To the payment of the interest accrued and unpaid on the said note or notes (3) To the payment of any and all other
fees demanded by or created under the said note or notes (4) To the payment of any and all other fees and powers of Second
Party herein referred to in the principal and accrued interest on the date or dates named by said trust deed, at the

party hereinbefore, the Second Party may apply any and all monies and powers of Second
Party herein, or damages in account of any matter or thing done in good faith to promote of the rights and powers of Second
Party and the conduct of the business interest, and such funds as may be allotted to indemnify the Second Party against any
and all expenses incurred in connection with the preparation, management, and control of the foregoing property
engaged and employed, for services rendered in connection with the first and second parties, and others employed by it, property
provided for the services of the Second Party and of its officers, agents, clerks, servants, and others employed by it, property
leased or for the preparation of the said lease and premises, or any part thereof, including the first and second
parties, and prior to the delivery of the said lease and premises, and payments which may be made for taxes, assessments,
expenses, disbursements, and other charges, and any part thereof and the business interest and of the maintenance, repair,
and any part thereof, and other demands the expenses of conducting the business interest, and the same
and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same,
have the right to manage and operate the said real estate and premises, and to carry on the business interest, as it shall deem best,
any sum or any amount which would entitle the First Party to cancel the same, and to every such case the Second Party shall
not incur any expense beyond the amount of the first party's expenses caused by said lease or sublease for
and may leave said mortgaged property in such parts and for such times and on such terms as to it may seem fit, including leases
and may terminate and pay over such sums and premises as to it may seem fit, upon such conditions, and may renew and renew the same,
month, and nonpayments to the said real estate and premises, and may issue notices, additions, alterations, additions,
principals, reports, or statements, make all necessary of proper repairs, alterations, improvements, and other
business interest, after payment of by the absences and may at the expense of the mortgaged property, from time to time to the better by
order of the sheriff, and in the discretion, may wish to without notice and warning, or of any part of the part
of the business interest and premises described in the said real estate and premises, to be sold at auction, or to the court
of law and real estate and premises described in Second Party, subject to Second Party shall be entitled to the said real estate and premises, upon demand of Second Party, and Second Party shall be entitled to the said real estate and premises, upon demand of Second Party, and Second Party shall be entitled to the said real estate and premises, before
leaves selected by said trust deed as to the discretion of any trustee to be numbered, due in accordance with the terms of said trust deed to another
of any demand by the First Party under the said trust deed, and by the way of summons and process, shall be liable to the First Party
and estate and premises above described, and by the way of summons and process, shall be liable to the First Party
within limitation of any of the legal rights of Second Party as the lessor hereinabove set forth, and powers of said

trust deed referred to in the First Party herein referred to and to the use of the performance
of the terms of said trust deed referred to in the First Party herein referred to and to the use of the second party.

This assignment shall not become operative until a default exists in the payment of principal or interest to in the performance
of the terms of said trust deed referred to in the First Party herein referred to and to the use of the second party.

as trustee dated January 23, 1992, and to add in the record a copy of above-named County
and the interest herein, and all other costs and charges which may have accrued in my behalf and trust deed, have
been fully paid.

and interest upon a certain loan secured by First Deed to and to the use of the second party.
THIS MORTGAGE IS MADE TO SECURE PAYMENT OF THE PRINCIPAL AND INTEREST DUE ON FIVE HUNDRED AND NO/100--
Dollars.

1992 FCC 3 PM 1:26
92068214

ASSIGNMENT OF RENTS

92068214

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This instrument shall be signed by Second Party and all 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 Second Party, 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 said Second Party, 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.

The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by The McHenry State Bank not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said McHenry State Bank, hereby, warrants that it possesses full power and authority to execute this instrument), and it expressly understand and agree that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said first party or on said McHenry State Bank personally to pay the said principal notes 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 said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said McHenry State Bank personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby created for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

IN WITNESS WHEREOF, The McHenry State Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President & Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

BOX 333 - TH

ASSIGNMENT #

RENTS FROM: ROBERT J. HOJNACKI
THE McHENRY STATE BANK
1510 N. MICHIGAN AVENUE
MCHENRY, ILLINOIS 60046
STATE OF ILLINOIS
COUNTY OF MCHENRY

"OFFICIAL SEAL"

Helen S. Hankins
Notary Public, State of Illinois
My Commission Expires June 30, 1992

McHENRY STATE BANK

As Trustee aforesaid and not personally,

By *Philip S. King*
Vice-President & Trust Officer

ATTEST: *Gerald Helt*
Trust Officer

I, Helen S. Hankins, the undersigned
a Notary Public, in and for said County, in the State aforesaid, Do hereby Certify, that
Philip S. King, Vice Pres. & Sr. Trust Officer

Vice-President & Trust Officer of the McHenry State Bank and

Gerald Helt,
Trust Officer
of said Bank, who are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such Vice-President & Trust Officer, and Assistant Trust Officer 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that _____, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th

day of January A.D. 1992

Helen S. Hankins
Notary Public

Box No.

Assignment of Rents

McHENRY STATE BANK

as Trustee

To

McHENRY STATE BANK
MCHENRY, ILLINOIS

BFC Form 80475

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