

ASSIGNMENT OF RENTS  
UNOFFICIAL COPY

53843406

Chicago, Illinois 14 OCTOBER 19 93

Know all Men by these Presents, that

ROBYN L. VANWITZENBURG, Divorced and Not Since Remarried

(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

DEPT-01 RECORDINGS \$23.50  
T#9999 TRAN 1306 10/20/93 13:13:00

#4411 # \* - 93 - 843406  
Cook County Recorder Assignee

DREMCO, INC. EMPLOYEE PROFIT SHARING PLAN

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 State of Illinois, and described as follows, to wit:

SEE ATTACHED LEGAL DESCRIPTION

UNIT 5208-3C TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ROYAL CHATEAUX CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 93477915, AS AMENDED FROM TIME TO TIME, IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93843406

PIN: 24-28-104-001 + 002

This instrument is given to secure payment of the principal sum of SEVENTY-NINE THOUSAND AND NO/100

(\$79,000.00)

Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to CHICAGO TITLE & TRUST CO.

as Trustee or Mortgagee dated 14 OCTOBER 1993 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 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 a condition precedent, 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 granted under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

51377163 ORCAD

93843406

This instrument shall be assignable by Assignee, and all of the terms and provisions herein shall be binding upon and inure to the benefit of the respective executor, administrator, legal representative, successor and assigns of each of the parties hereto.

**UNOFFICIAL COPY**

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.

The release of the Trust Deed or Mortgage securing said note shall *ipso facto* operate as a release of this instrument.

COOK DEPT-61 RECORDINGS \$23.50  
T#9999 TRAN 1306 10/20/93 13:14:00  
#4411 # \*73-843406  
COOK COUNTY RECORDER

IN WITNESS WHEREOF, said \_\_\_\_\_  
to be hereunto affixed, and has caused its name to be signed to these presents by its  
the day and year first above written.

as aforesaid and not personally has caused

*[Signature]*  
ROBYN L. SANWITZENBURG

STATE OF ILLINOIS, )  
COUNTY OF COOK ) SS

"OFFICIAL SEAL"  
MARY ELLEN BOWERS  
Notary Public, State of Illinois  
My Commission Expires 4/30/96

Given under my hand and Notarial Seal

Date 10/14/93

Mary Ellen Bowers

*[Signature]*  
Notary Public

Notarial Seal



FOR INFORMATION ONLY  
IN THE STATE ADDRESS OF ABOVE  
DESCRIBED PROPERTY HERE

THIS INSTRUMENT WAS PREPARED BY:  
*[Signature]*  
Mary Ellen Bowers  
7916 SO. Austin Avenue  
Burbank, IL 60459

93843406

DELIVERY  
NAME  
STREET  
CITY  
INSTRUCTIONS OR  
RECORDER'S OFFICE BOX NUMBER

Box No. \_\_\_\_\_

Assignment of Rents

TO

# UNOFFICIAL COPY

P. 2031 N. 3/77 ASSIGNMENT OF RENTS

*ABC*

(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.

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 Mortgage above described, whether before or after the date of execution only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, Assignee shall be entitled to take the actual possession of the said real estate and premises hereinafter described together with all documents, books, records, papers, and accounts relating thereto, and may hold, operate, manage and control the said real estate and premises hereinafter 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 just and proper, and may issue and receive 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 which may be made for taxes, assessments, insurance, maintenance, 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's attorney, agents, clerks, servants, and others employed by the 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:

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 Note secured thereby.

and recorded in the Recorder's Office or Registered in the Office of the Registrar of Deeds of the above named County, conveying the real estate and premises hereinafter 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.

CHICAGO TRUST & TRUST CO.  
certain loan secured by Mortgage or Trust Deed to  
(\$79,000.00)  
Dollars, and interest upon a

This instrument is given to secure payment of the principal sum of SEVENTY-NINE THOUSAND AND NO/100  
Property Address: 5208 W. 127th Street, Unit #3C, Alsip, Illinois 60658

as Trustee or Mortgagee dated 14 OCTOBER 1993

DRMCO, INC., EMPLOYEE PROFIT SHARING PLAN  
#4911 # \* 93-843406  
TRAN 1386 10/20/93 13.13.00  
DEPT-01 RECORDINGS  
\$23.50

considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto  
ROBYN L. VANWITZENBURG, divorced and Not Since Remarried

Chicago, Illinois 14 OCTOBER 19 93

Know all Men by these Presents, that

93843106

ASSIGNMENT OF RENTS

1377163 Old And

93843106

93843106

1377163 Old And



# UNOFFICIAL COPY

## Assignment of Rents

Box No. \_\_\_\_\_

TO \_\_\_\_\_

RECEIVED

INSTRUCTIONS

OR

CITY

STREET

NAME

RECORDER'S OFFICE BOX NUMBER

THIS INSTRUMENT WAS PREPARED BY:  
Mary Ellen Bowers  
7916 SO. ADAMS AVENUE  
DURBAN, IL 60133

FOR INFORMATION ONLY  
PLEASE PRINT STREET ADDRESS OF ABOVE  
PROPERTY HERE



Given under my hand and Notarial Seal

Date 10/14/93

Mary Ellen Bowers

"OFFICIAL SEAL"  
MARY ELLEN BOWERS  
Notary Public, State of Illinois  
My Commission Expires 4/30/00

STATE OF ILLINOIS,  
COUNTY OF COOK

SS

Notarial Seal

93849406

ROBYN L. VANWITZENBURG

the day and year first above written.

IN WITNESS WHEREOF, said

as aforesaid and not personally has caused

COOK COUNTY RECORDER

#4911 # \*93-843406

T#99999 TRAN 1306 10/20/93 13:14:00

R DEPT-01 RECORDINGS \$23.50

This instrument shall be enforceable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executor, administrator, legal representative, successor and assigns of each of the parties hereto. The failure of Assignee, or any of the agents, attorneys, acceptors 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. The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.