

93907556

ASSIGNMENT OF RENTS

93907556

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, that wherefore ALBERT F. MOORE SR. (TR) "ALBERT F. MOORE LIVING TRUST" DATED 9-9-92 of the CITY of BRIDGEVIEW, County of COOK, and State of ILLINOIS in order to secure an indebtedness of ONE MILLION SIX HUNDRED THOUSAND AND NO/100\*\*\*\* Dollars (\$1,600,000.00 executed a Trust Deed of even date herewith, mortgaging to Bridgeview Bank & Trust Company, AN ILLINOIS BANKING CORPORATION, the following described real estate:

LOTS 6 AND 7 IN BLOCK 13 IN FREDERICK H. BARTLETT'S HARLEM AVENUE ACRES, A SUBDIVISION OF THE NORTH 45 ACRES OF THE SOUTH 50 ACRES OF THE NORTH EAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 17 FEET CONVEYED TO RAILROAD) IN COOK COUNTY, ILLINOIS.

P.I.N.: 23-01-213-003
23-01-213-004

DEPT-01 \$25.00
T#4444 TRAN 9449 11/09/93 13:40:00
#4922 # -93-907556
COOK COUNTY RECORDER

and, whereas, Bridgeview Bank & Trust Company is the holder of said Trust Deed and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned ALBERT F. MOORE, SR. (TR) "ALBERT F. MOORE LIVING TRUST" DATED 9-9-92 hereby assign, S transfers and set S over unto Bridgeview Bank & Trust Company hereinafter referred to as the Assignee, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Assignee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Assignee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Assignee the agent of the undersigned for the management of said property, and do hereby authorize the Assignee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suit in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Assignee may do.

It is understood and agreed that the said Assignee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Assignee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Assignee will not exercise its rights under this Assignment until after default in any payment secured by the Trust Deed or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Assignee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Assignee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Assignee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Assignee of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 21ST

day of OCTOBER A.D., 19 93

x Albert F. Moore (SEAL)
ALBERT F. MOORE
(SEAL)
(SEAL)
(SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ALBERT F. MOORE, SR. (TR) "ALBERT F. MOORE LIVING TRUST" DATED 9-9-92

personally known to me to be the same person whose name IS subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed, sealed and delivered the said instrument as HIS OWN free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 21ST day of OCTOBER, A. D. 19 93

OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires 5-10-95

93907556

2304 RUP

UNOFFICIAL COPY

Assignment of Rents

Box 206

TO

Loan No. \_\_\_\_\_

MAIL TO: RECORDERS BOX 206

Property of Cook County Clerk's Office

IN TESTIMONY WHEREOF, the undersigned  
 hath caused these presents to be signed by its  
 President and its corporate seal to be hereunto affixed and  
 attested by its Secretary this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

ATTEST

By \_\_\_\_\_  
 President

939073586

939073586

STATE OF ILLINOIS  
 COUNTY OF \_\_\_\_\_ }  
 SS. \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, in the  
 State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_  
 President of \_\_\_\_\_  
 and \_\_\_\_\_  
 Secretary of said Corporation, who are personally known to  
 me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President,  
 and \_\_\_\_\_ Secretary, 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 Corporation, for the uses and  
 purposes therein set forth; and the said \_\_\_\_\_ Secretary then and there acknowledged  
 that \_\_\_\_\_ as custodian of the corporate seal of said Corporation, did affix the corporate  
 seal of said Corporation to said instrument, for the uses and purposes therein set forth.  
 GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

Notary Public