

Chicago, Illinois September 13, 1993

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DEPT-01 RECORDING \$25.50
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#9301 #-93-967061
COOK COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS,

that ALBANY BANK & TRUST COMPANY N.A., an association organized under the laws of the United States of America, 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 September 3, 1993 and known as its Trust Number 11-4971

(hereinafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

ALBANY BANK & TRUST COMPANY N.A., (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 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, or 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, to wit:

PARCEL 1: LOT 38 IN C/IANTECLAIRE SUBDIVISION, BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE CENTER OF ALGONQUIN ROAD AS TRAVELLED ON THE EAST LINE OF SAID SECTION 8, 1,400.20 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE NORTH 47 DEGREES 30 MINUTES, 00 SECONDS WEST, 420.00 FEET ALONG THE CENTER OF SAID ROAD AS TRAVELLED; THENCE NORTH 69 DEGREES, 09 MINUTES, 00 SECONDS WEST 490 FEET, ALONG THE CENTER OF SAID ROAD AS TRAVELLED; THENCE NORTH 68 DEGREES, 19 MINUTES 00 SECONDS WEST, 394.04 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 60 DEGREES, 18 MINUTES, 30 SECONDS WEST 275.00 FEET; THENCE NORTH 70 DEGREES, 35 MINUTES, 57 SECONDS WEST 747.64 FEET; THENCE SOUTHWARD ON A COURSE BEING PARALLEL WITH THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SAID SECTION 8, SOUTH 80 DEGREES, 18 MINUTES, 30 SECONDS EAST, 271.95 FEET, TO A POINT ON THE CENTER OF ALGONQUIN ROAD AS TRAVELLED; THENCE SOUTH 71 DEGREES, 30 MINUTES 00, SECONDS EAST, 497.00 FEET, ALONG THE CENTER OF SAID ROAD AS TRAVELLED; THENCE SOUTH 68 DEGREES, 19 MINUTES, 00 SECONDS EAST 251.96 FEET, ALONG THE CENTER OF SAID ROAD AS TRAVELLED, TO THE POINT OF BEGINNING, EXCEPT THE EAST 305 FEET OF THE AFOREMENTIONED LAND, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SAID SECTION 8, BEING THE CENTER LINE OF WILKE ROAD AND THE CENTER LINE OF ALGONQUIN ROAD, AS ORIGINALLY LAID OUT; THENCE NORTH 00 DEGREES, 18-1/2 MINUTES WEST ALONG THE WEST LINE OF THE EAST 3/4 OF THE EAST 1/2 OF SAID SECTION, 200 FEET TO A POINT; THENCE SOUTH 71 DEGREES 30 MINUTES EAST, 183 FEET TO A POINT; THENCE SOUTH 00 DEGREES, 18-1/2 MINUTES EAST, 200 FEET, MORE OR LESS TO THE CENTER LINE OF ALGONQUIN ROAD, AS ORIGINALLY LAID OUT, 183 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. THENCE NORTHWESTERLY ALONG THE CENTERLINE OF ALGONQUIN ROAD, AS ORIGINALLY LAID OUT,

PARCEL 4: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2, AND 3 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NO. 25 108 264 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

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 Mortgage, and may cancel any lease or sublease 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 expenses of conducting the business thereof and all the 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 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 Mortgage above referred to; and (5) the balance, if any, to the Assignor.

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Mortgage
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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.

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 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 Mortgage securing said note shall ipso facto operate as a release of this instrument.

THIS ASSIGNMENT OF RENTS is executed by Albany Bank & Trust Company N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Mortgage or in said Note or Notes contained shall be construed as creating any liability of Albany Bank & Trust Company N.A. personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant, either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by any one now or hereafter claiming any right or security hereunder. So far as Albany Bank & Trust Company N.A. personally is concerned, the Assignee hereunder and the owner or owners of any indebtedness accruing hereunder or any one making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Mortgage created, in the manner herein and in said Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, Albany Bank & Trust Company N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Vice-President, at the place and on the date first above written.

ALBANY BANK & TRUST COMPANY N.A., as Trustee aforesaid and not personally.

By: Gary A. Worcester
Trust Officer, Vice-President
Attest: Michael Benicovich
Assistant Vice-President

This Document Prepared By:

Gary A. Worcester, Senior Vice President
Albany Bank & Trust Company N.A.
3400 W. Lawrence Avenue
Chicago, IL 60625

State of Illinois))
County of Cook)

I, the undersigned, a Notary Public in and for said County and State aforesaid, Do Hereby Certify that Gary A. Worcester, Trust Officer of Albany Bank & Trust Company N.A. and Michael Benicovich, Vice-President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Officers, appeared before me this day in person and acknowledged that they signed and delivered the foregoing 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 Vice-President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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.

"OFFICIAL SEAL"
GRACE E. STANTON
Notary Public Cook County, Illinois
My Comm. Expires Feb. 17, 1996

GIVEN under my hand and Notarial Seal this 4th day of October, A.D. 1990
Grace E. Stanton
Notary Public

Box No. 35
93967061

Assignment of Rents
ALBANY BANK AND TRUST
COMPANY N.A., IN CHICAGO
as Trustee
TO

ALBANY BANK AND TRUST
COMPANY N.A.
3400 WEST LAWRENCE AVENUE
CHICAGO 60625
312/267-7300



UNOFFICIAL COPY

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Without limitation of any of the legal rights of Assignee as the absolute assignee of the rent, issue an profits of said real estate and premises above described, whether before or after the note or notes secured by said Mortgage is or are declared, to be in accordance with the terms of said Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinafter 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 Mortgagee secured by said Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinafter 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 herefrom 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 mortgage 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 created by said Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle the Assignor or Assignee 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 seem best. After deducting the expenses of conducting the business thereof and all the maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements 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 attorney, agents, clerks, servants, and others employed by Assignee in connection with the operation and management, and control of the mortgaged property and the conduct of the business thereof, and such further sum 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 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 Mortgage above referred to; and (5) the balance, if any, to the Assignor.

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 Mortgage herein referred to and in the Note or Notes secured thereby. A certain loan secured by Mortgage to Albany Bank Trust Company N.A. the Mortgage dated September 13, 1993 Dollars, and interest upon and 00/100

This instrument is given to secure payment in the principal sum of One Million Five Hundred Seventy Thousand Dollars, and interest upon PIN # 08-08-401-006, 08-08-401-031, 08-08-401-032 and 08-08-401-040 Commonly known as: 1736-1790 Algonquin Road Arlington Heights, Illinois

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ASSIGNMENT OF RENTS / 1993
Chicago, Illinois
September 13, 1993

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Box No. 35

Assignment of Rents

ALBANY BANK AND TRUST
COMPANY N.A., IN CHICAGO

as Trustee

TO

ALBANY BANK AND TRUST
COMPANY N.A.

3400 WEST LAWRENCE AVENUE

CHICAGO 60635

312/263-7300



"OFFICIAL SEAL"
GRACE B. SULLIVAN
Notary Public Cook County, Illinois
My Comm. Expires Feb. 17, 1998

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Gary A. Worcester, Senior Vice President and Trust Officer of Albany Bank & Trust Company N.A. and Michael B. Benbow, Vice President of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Officers, appeared before me this day in person and acknowledged that they signed and delivered the foregoing 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 Vice President then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his 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.

Gary A. Worcester, Senior Vice President
Albany Bank & Trust Company N.A.
3400 W. Lawrence Avenue
Chicago, IL 60635

This Document Prepared By:

By: Gary A. Worcester
Trust Officer, Vice President
Michael B. Benbow
Vice President

THIS ASSIGNMENT OF RENTS is executed by Albany Bank & Trust Company N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Mortgage or in said Note or Notes shall be construed as creating any liability of Albany Bank & Trust Company N.A. personally to pay the said Note or Notes or interest thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee hereunder by any one now or hereafter claiming any right or security hereunder. So far as Albany Bank & Trust Company N.A. personally is concerned, the Assignee hereunder and the owner or owners of any indebtedness recurring hereunder or any making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof. By the enforcement of the lien hereby and by said Mortgage created, in the manner herein and in said Mortgage and Note or Notes provided, the Assignee hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof. IN WITNESS WHEREOF, Albany Bank & Trust Company N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Vice President, at the place and on the date first above written.

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. 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 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 Mortgage securing said note shall ipso facto operate as a release of this instrument.