

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

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Chicago, Illinois August 2 1993

HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE

HERITAGE COUNTY BANK

THAT THE ~~HERITAGE COUNTY BANK~~

Know all Men by these Presents,

an Illinois Banking Corporation, 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 January 24, 1984 and known as trust number 2492, hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt whereof are hereby acknowledged, does hereby assign, transfer and set over unto

Mount Greenwood 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 situated

in the County of Cook and State of Illinois, and described as follows, to-wit:

Parcel 1:

Unit 4 in LaCrosse Light Industrial Condominiums together with its undivided percentage interest in the common elements as delineated on a survey, which survey is attached as Exhibit "A" to a Declaration of Condominium ownership made by the First National Bank of Evergreen Park as Trustee under Trust No. 6096 dated November 11, 1980 and recorded on November 30, 1983, in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 26879045, on Lot 2 in Alsip Tri-State Development, being a Subdivision of part of the Northeast 1/4 of Section 33, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Easements appurtenant to and for the benefit and use of the Condominium owners as set forth in the Declaration of Condominium ownership for La Crosse Light Industrial Condominiums dated November 21, 1983 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 26879845 on November 30, 1983.

P.I.N.#: 24-33-204-037-1004

Common Address: 12757 S. LaCrosse, Alsip, IL 60658 (Unit #4)

This instrument is given to secure payment of the principal sum of Twenty Nine Thousand Eight Hundred Twenty Eight and 87/100-----(\$29,828.87)----- Dollars, and interest upon a certain loan secured by Trust Deed to Mount Greenwood Bank

as Trustee dated August 2, 1993 and recorded in the recorder's Office of above-named County, conveying the real estate and premises hereinabove described, and 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, 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 herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said trust deed above described, the First Party will, whether before or after the note or notes secured by said trust deed is or are declared to be immediately due in accordance with the terms of said trust deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorney, as for condition broken, and, in its discretion, 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, 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 of any First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by 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 reinsure 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.

84-2000

RESERVE SERVICES #

23500

UNOFFICIAL COPY

Box No.

Assignment of Rents

Mount Greenwood Bank

as Trustee

TO

Mount Greenwood Bank

3632 W. 111th Street
Chicago, Illinois 60685
445-4500

TRUST DEPARTMENT

182843A S.H. Co.

NOTARIAL SEAL
Nancy K. Forrest
Notary Public, State of Illinois
My Commission Expires Oct. 12, 1993

66789946

STATE OF ILLINOIS
COUNTY OF COOK

day of August 19 93
Notary Public

Given under my hand and Notarial Seal this
forth.
of said bank who are personally known to me to be the same persons whose names are sub-
scribed to the foregoing instrument as such Vice-President-Trust-Officers, and Assistant
Trust-Officers, 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-Officers then and there acknowledged that
as custodian of the corporate seal of said bank, did affix the corporate seal
to said instrument as their own free and voluntary act as the free and
voluntary act of said bank as Trustee as aforesaid, for the uses and purposes therein set

Vice-President-Trust Officer of Mount Greenwood Bank
HERITAGE TRUST COMPANY
Cynthia F. Dixon
A Notary Public in and for said County, in the State aforesaid, Do Herby Certify, that
I, Nancy K. Forrest

DEPT-01 RECORDING \$23.50
T#0011 TRAN 1548 04/29/94 15:14:00
#1256 #RV *-94-388789
COOK COUNTY RECORDER

66789946

ATTEST
By: [Signature]
Vice-President-Trust Officer
As Trustee as aforesaid and not personally.

HERITAGE TRUST COMPANY, AS SUCCESSOR TRUSTEE
MOUNT GREENWOOD BANK

IN WITNESS WHEREOF, Mount Greenwood Bank, hereinafter referred to as Trustee as aforesaid, has caused these presents to be signed
by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above
written.

This Assignment of Rents is executed by Mount Greenwood Bank, hereinafter referred to as Trustee as aforesaid in the exercise of the power
and authority conferred upon and vested in it as such Trustee (and said bank) personally but as Trustee as aforesaid in the exercise of the power
contained shall be construed as creating any liability on the said first part or on said bank or on said bank's successors or assigns 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 claim-
ing any right or security hereunder, and that so far as the part of the first part and its successor and said bank or on said bank's successors or assigns
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 conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein
and in said principal note, provided.

The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.
and exercise the powers hereunder, at any time or times that shall be deemed fit.
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,
in the manner hereof.