PREPARED BY:
JAMES B. CARROLL, ESQ. 2400 West 95th Street, Suite 501
Evergreen Park, Illinois 60642 (708) 422-3766

A THE COMMENSATION OF THE PROPERTY OF THE PROP

MAIL TO: SANDRA A. KELLY STANDARD BANK AND TRUST CO. 2400 WEST 95TH STREET EVERGREEN PARK, IL 60642

0897-11 TORKENS 27.50 T40015 TRAN 3516 08/22/95 14:20:00 19501 4 10:0 36 95 55 55 50 COOK COUNTY OF CORDER

95555830

75 67016 X Day ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, The Society of Mount Carmel, an Illinois Not For Profit Corporation, ("Boxower" herein) in order to secure a Note payable to STANDARD BANK AND TRUST COMPANY ("Lender" herein) in the principal sum of One Million Five Hundred Thousand and 00/100 (U.S.\$1,500,000.00) did execute a Mortgage of carle date herewith, mortgaging to Lender the real estate legally described on Exhibit "A" attached hereto and incorporated lervin by reference and the improvements thereon and fixtures therein (collectively "Premises" herein); and

WHEREAS, Lender is the owner and holder of said Mortgage and the Note secured thereby.

NOW, THEREFORE, as additional consideration to Lender, Ecrower hereby absolutely assigns, transfers and sets over unto Lender, its successors or assigns, all the rents, issues and profits 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 greement for the use or occupancy of any part of the Premises which may be made or agreed to by the Borrower or by the Lender under the power herein granted. It is Borrower's intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all rents, issues and profits thereunder unto the Lender and especially those certain cases and agreements now existing upon the Premises hereinabove described.

Lender will not exercise any rights granted to Lender by this Assignment until after default by Borrower in making any payment due Lender pursuant to the provisions of the Mortgage or the Note or until a default under any other provision of the Note or the Mortgage occurs. Upon any such default by Borrower, Lender may in Lender's sole discretion;

- A. let and re-let the Premises or any part thereof, according to Lender's discretion, and to bring or defend any suits in connection with the Premises in Lender's name, as Lender may consider expedient, and to make such repairs to the Premises as Lender may deem proper or advisable, and to do anything in and about the Premises that Borrower might do; and
- B. collect, use and apply the rents, issues and profits derived from the Premises or any lease thereof toward the payment of any present or future indebtedness or liability of Borrower to Lender, 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 the Premises, including, but not limited to, repairs, taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing the Premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

MTCARM-2.AOR Rev. June 17, 1995 File No. 931628 Page 1 of 4

2750

Property of Cook County Clark's Office

William Conti

95555830

UNOFFICIAL COPY

C. collect from Borrower rent for any part of the Premises occupied by Borrower at the prevailing rate per month. A failure on the part of Borrower 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 Lender may, in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of the part of the Premises occupied by Borrower.

This Assignment of Rents shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, shall be construed as a covenant running with the land, and shall continue in full force and effect until all of indebtedness or liability of the Borrower to Lender shall have been fully paid, at which time this Assignment of Rents shall terminate.

of Rents shall terminate.
The failure of the Lender to exercise any right which Lender might exercise hereunder shall not be deemed a waiver by Lender of Lender's right of exercise thereafter or prejudice Lender's rights hereunder.
IN WITNESS WHEREOF, the Borrower has caused this Assignment of Rents to be signed by its duly authorized officers this 3/57 by of July, 1995.
By: Luiu /2. Cuury, O. Cuu
Attest: Fr Ray Clemon
STATE OF ILLINOIS) SS.
COUNTY OF COOK)
The undersigned, a notary public in and for said Councy and State, DO HEREBY CERTIFY that \[\text{QUINN R. CONNERS} \text{personally known to me to be the PRESIDENT of The Society of Mount Carmel, an Illinois Not For Profit Corporation and PAYMOND CLENTION personally known to me to be the \(\subseteq \text{RETARY} \) of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers of the Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereo, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the first and vokuntary act and deed of said Corporation, for the uses and purposes therein set forth.
GIVEN under my hand and official seal this
My Commission Expires: 2/8/98 Odlore Q. Casa NOTARY PUBLIC OFFICIAL SEAL DOLORES A. CASE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2-8-98

Property of Cook County Clerk's Office

3555530

UNOFFICIAL COPY

EXHIBIT "A" TO THE ASSIGNMENT OF RENTS

LEGAL DESCRIPTION:

PARCEL 1

LOTS 53, 54, 55, 56, 59, 60, 61, 62, 65, 66, 67, 68, 71 AND 72 AND THAT PART OF VACATED DANTE AVENUE ADJOINING SAID LOTS VACATED BY ORDINANCE RECORDED AS DOCUMENT 24496694 IN ROBERTSON'S SUBDIVISION OF THE NORTH 25.25 ACRES OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EAST OF THE I.C. RAILROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 31 TO 35 INCLUSIVE, IN SOUTH PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 441 FEET OF THE NORTH 1490 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 ZAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF ILLINOIS CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS. ALSO; THAT PART OF THE 12 FOOT ALLEY, LYING BETWEEN AND ADJOINING SAID LOTS 34 AND 35. (SAID ALLEY VACATED BY INSTRUMENT DATED JUNE 19, 1978 AND RECORDED AS DOCUMENT NUMBER 24496694 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS);

PARCEL 3

LOTS 36 TO 51 INCLUSIVE, IN SOUTH PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 441 FEET OF THE NORTH 1490 FEET OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF ILLINOIS CENTRAL RAILROAD, IN COOK COUNTRY, ILLINOIS. ALSO THAT PART OF DANTE AVENUE AND THE 12 FOOT ALLEY, LYING BETWEEN AND ADJOINING THE AFORESAID LOTS. (SAID STREET AND ALLEY VACATED BY INSTRUMENT DATED JUNE 19, 1978 AND RECORDED AS DOCUMENT NUMBER 24496694 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS),

COMMONLY KNOWN AS: 6410 S. DANTE, CHICAGO, ILLINOIS 66637

Property of Cook County Clerk's Office

P.I.N.: 20-23-214-001 (PRT LOTS 67 AND 72) 20-23-214-002 (PRT LOTS 67 AND 72 AND 1/2 OF VAC DANTE ADJOINING) 20-23-214-003 (PRT LOTS 67 AND 1/2 VAC DANTE) 20-23-214-004 (LOT 66 AND 1/2 VAC DANTE) 20-23-214-005 (LOTS 60 AND 61 AND 1/2 VAC DANTE) 20-23-214-006 (LOT 55 AND 1/2 VAC DANTE) 20-23-214-007 (LOT 54 AND 1/2 VAC DANTE) 20-23-214-008 (LOT 46 AND PRT OF VAC DANTE) 20-23-214-009 (LOT 47, PRT OF 48, AND 1/2 VAC DANTE) 20-23-214-010 (PRT LOTS 48 AND 49 AND 1/2 VAC DANTE) 20-23-214-011 (PRT LOTS 49 AND 50 AND 1/2 VAC DANTE) 20-23-214-012 (LOT 51 AND PRT OF 50 AND 1/2 VAC DANTE) 20-23-215-001 (PRT LOT 71 AND 1/2 VAC DANTE) 20-23-215-002 (PRT LOT 68 AND 1/2 VAC DANTE) 20-23-215-005 (PRT LOT 59 AND 1/2 VAC DANTE) 20-23-215-006 (PRT LOT 59) 20-23-215-007 (PKT LOT 56 AND 1/2 VAC DANTE) 20-23-215-010 (PRT OF LOT 53 AND 1/2 VAC DANTE) 20-23-215-011 (LOT 45 A) ID PRT VAC DANTE) 20-23-215-012 (LOT 44 AND PRT VAC DANTE) 20-23-215-013 (LOT 43 AND PAT VAC DANTE) 20-23-215-014 (LOT 42 AND 1/2 VAC DANTE) 20-23-215-015 (PRT OF LOT 56) 20-23-215-016 (PRT OF LOT 56) 20-23-215-017 (PRT OF LOT 53) 20-23-215-018 (PRT OF LOT 53) 20-23-215-022 (LOTS 39, 40 AND 41 AND 1/2 VAC DANTE AND ALLEY ADJOINING) 20-23-215-023 (LOT 38, PRT OF LOT 37 AND 1/1 VAC ALLEY ADJOINING) 20-23-215-024 (PRT LOTS 36 AND 37, AND 1/2 VAC ALLEY ADJOINING) 20-23-215-026 (PRT LOT 56 AND 1/2 VAC DANTE) C/O/A/S O/A/CO 20-23-215-027 (PRT LOT 53 AND 1/2 VAC DANTE) 20-23-215-028 (LOTS 62 AND 65 AND 1/2 VAC DANTE) 20-23-215-003 (PRT LOTS 68 AND 71) 20-23-215-019 (LOTS 31 AND 32) 20-23-215-020 (LOT 33) 20-23-215-021 (LOT 34 AND 1/2 VAC ALLEY) 20-23-215-025 (LOT 35 AND 1/2 VAC ALLEY)

Property of Coot County Clert's Office