

# UNOFFICIAL COPY

95602066

**EVERGREEN  
BANK**

DEPT-01 RECORDING \$29.50  
T#0010 TRAN 2664 09/08/95 12:45:00  
#9334 + CJ \*-95-602066  
COOK COUNTY RECORDER

## ASSIGNMENT OF RENTS

This Assignment of Rents made this 22ND day of AUGUST,  
19 95. KNOW ALL MEN BY THESE PRESENTS that ENARE M. TOUSSAINT, DIVORCED  
NOT SINCE REMARRIED\*\*\*\*\*

(hereinafter called "First Party"), in consideration of One and 00/100  
Dollar (\$1.00), to it in hand paid, and of other good and valuable  
considerations, the receipt and sufficiency whereof are hereby acknowledged  
and confessed, does hereby assign, transfer and set over unto FIRST NATIONAL  
BANK OF EVERGREEN PARK, a National Banking Association, whose address is  
4900 West 95th Street, Oak Lawn, Illinois 60453, 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, 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 it by the Second Party under the  
power herein granted: it being the intention hereof to 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 and premises in the County of  
COOK State of Illinois, and described as follows, to wit:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND  
MADE A PART HEREOF AS EXHIBIT "A".**

hereby releasing and waiving all rights, if any, of First Party under and by  
virtue of the Homestead Exemption Laws of the State of Illinois.  
This instrument is given to secure payment of the principal sum and the  
interest of or upon a certain loan for ONE HUNDRED FORTY-SIX THOUSAND, FIVE  
HUNDRED \*\*\*\*\*

\*\*\*\*\* and no/100th Dollars (\$ 146,500.00\*\*\*\*\*)

This instrument was prepared by  
First National Bank of Evergreen Park  
Business Banking Center  
4900 West 95th Street  
Oak Lawn, Illinois 60453  
# 51441-43796

Return To:  
First National Bank of Evergreen Park  
Business Banking Center  
4900 West 95th Street  
Oak Lawn, Illinois 60453

**ATTORNEYS' NATIONAL  
TITLE NETWORK**

2900

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secured by a Mortgage to FIRST NATIONAL BANK OF EVERGREEN PARK, 4900 WEST 95TH STREET, OAK LAWN, ILLINOIS 60453 as Mortgagee, dated AUGUST 22, 1995, and filed for record in the Office of the Recorder of Deeds of COOK County, Illinois, 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 be accrued or may hereafter accrue under said 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 Mortgage 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 Mortgage above described, the First Party will, whether before or after the Note or Notes secured by said Mortgage is or are declared to be immediately due 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 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 agent or attorneys, 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 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 of 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 Mortgage, and may cancel any lease or sublease 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

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2011/11/15

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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 monies arising as aforesaid:

- (1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said Mortgage, 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 the 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 Mortgage 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.

This instrument shall be assignable by Second Party, 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 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 or 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, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the Note and release of the Mortgage securing said Note shall operate as a release of this instrument.

IN WITNESS WHEREOF, the undersigned have signed this Assignment of Rents on the day and year first above written at OAK LAWN, Illinois.

  
ENARE M. TOUSSAINT

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2025/01/16 14:00

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STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public, in and for the county and state  
aforesaid, DO HEREBY CERTIFY THAT ENARE M. TOUSSAINT, DIVORCED NOT SINCE  
REMARRIED,

personally known to me to be the same person(~~HE~~) whose name(~~HE~~) is/~~HE~~  
subscribed to the foregoing instrument, appeared before me this day in  
person and acknowledged that ~~HE~~/she/~~HE~~ signed, sealed and delivered said  
instrument as ~~HE~~/her/~~HE~~ free and voluntary act, for the uses and  
purposes therein set forth, including the release and waiver of right of  
homestead.

Given under my hand and notarial seal this 22ND day of AUGUST  
1995.

[Signature]  
Notary Public

My commission expires 11-16-97

“OFFICIAL SEAL”  
COLLEEN DRISCOLL  
Notary Public, State of Illinois  
My Commision Expires 11/16/97

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## EXHIBIT "A"

THIS RIDER ATTACHED TO ASSIGNMENT OF RENTS  
DATED AUGUST 22, 1995 BETWEEN ENARE M. TOUSSAINT, DIVORCED  
NOT SINCE REMARRIED AND  
FIRST NATIONAL BANK OF EVERGREEN PARK.

THE SOUTH 20 FEET OF LOT 25 AND ALL OF LOT 26 IN BLOCK 7 IN  
GRENIN AND BRENNAN'S FAIRVIEW PARK SUBDIVISION OF BLOCK 7 (WITH  
OTHER BLOCKS) IN ISAAC CROSBY AND OTHERS SUBDIVISION OF THAT PART  
OF THE SOUTH 1/2 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 14 EAST  
OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF THE RIGHT OF  
WAY OF THE CHICAGO ROCK ISLAND AND PACIFIC RAILROAD IN COOK COUNTY,  
ILLINOIS.

Permanent Index Number: 25-05-304-016-0000  
Property Address: 9151-53 SOUTH LOOMIS  
CHICAGO, ILLINOIS 60620

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