

71-65481DB(3) all

95759213

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

88253830

RE-RECORD FOR THE PURPOSE OF REINSTATING THE LEIN

KNOW ALL MEN BY THESE PRESENTS, that whereas Carlo V. Santucci and Elsie C. Santucci,
his wife

in order to secure an indebtedness of Forty six thousand three hundred twenty and no/100's
DOLLARS, executed a mortgage or even date here-
with to Bank of Northfield, 400 Central Ave, Northfield, IL 60093

on the following described real estate:

See attached

12⁰⁰

UNITS 201-6 IN FIRESIDE TERRACE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
THE NORTH 470 FEET AS MEASURED ON THE EAST AND WEST LINES THEREOF (EXCEPT THE EAST 483.06 FEET AS MEASURED ON THE NORTH LINE THEREOF) TOGETHER WITH THE WEST 200 FEET AS MEASURED ON THE SOUTH LINE THEREOF OF THAT PART LYING SOUTH OF THE NORTH 470 FEET AS AFORESAID, ALL OF THE EAST 22 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25443084 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

88253830

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned Carlo V. Santucci and Elsie C. Santucci, his wife

hereby assign, transfer and set over unto the Bank of Northfield

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 said trustee 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 said trustee and especially those certain leases and agreements and all the avails hereunder unto the said trustee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said trustee the agent of the undersigned for the management of said property, and do hereby authorize the said trustee to let and relet said premises, or any part thereof, according to its own discretion, and to bring or defend any suits 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 trustee may do.

It is understood and agreed that the said trustee 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 trustee, 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 expenses for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the said trustee 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 said trustee 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 trustee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals the 3rd June, 19 88

Carlo V. Santucci (Seal)
Elsie C. Santucci (Seal)
Elsie C. Santucci

0 2 8 2 5 2 8

21736 11-173 Page 2 of 2

88253830 95759213

STATE OF _____
COUNTY OF _____

UNOFFICIAL COPY

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that _____

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as _____ 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 _____ day of _____
A. D. 19 _____

Notary Public

STATE OF _____
COUNTY OF _____

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, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____
A. D. 19 _____

Notary Public

BOX 333 - GG

prepared by mail to
Bank of Northfield
400 Central Avenue
Northfield, Il. 60093
Gayne A. Kemrich



55755156

88253830

Assignment of Rents

HUA

DEPT-01 RECORDING \$23.50
16001 TRAN 0715 11/06/95 09:21:00
4473 JH *-95-759213
COOK COUNTY RECORDER

5 (601) W/F

UNOFFICIAL COPY

(Seal)

(Seal)

Carlo V. Santucci
3rd June 1988

IN WITNESS WHEREOF, the undersigned have set their hands and seals the 3rd June 1988

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

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 said trustee 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 trustee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

The undersigned, do hereby irrevocably appoint the said trustee the agent of the undersigned for the management of said property, and do hereby authorize the said trustee to let and relet said premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said trustee may do.

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 hereafter made or agreed to, or which may be made or agreed to by the said trustee 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 said trustee and especially those certain leases and agreements and all the avails hereunder unto the said trustee and especially those certain leases and agreements now existing upon the property hereinabove described.

Carlo V. Santucci and Elaine C. Santucci, his wife
Bank of Northfield

and, whereas, the Bank of Northfield is the holder of said Trust Deed and the Note secured thereby.

Address: 795 Grove Lane 202-6, Buffalo Grove, IL 60089

Perm Tax ID# 03-06-400-035-1129

88253830

1988 JUN 10 PM 2:49

BOOK ROOM

Office

(217346)
CERTIFICATE #
R1173 Page 2 of 2

CT269756
03885288

ASSIGNMENT OF RENTS
88253830

99759213

200

Assignment of Rents

WITH

UNOFFICIAL COPY

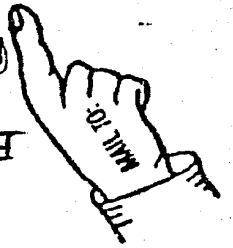
DEPT-01 RECORDING \$23.50
150001 TRAN 0715 11/06/95 09:21:00
4473 JM *-95-759213
COOK COUNTY RECORDER

Form 1091 S

95759213

88253830

preparing a map to
Bank of Northfield
400 Central Avenue
Northfield, OH 44093
Gayne H. Demmich



BOX 333-GG

Notary Public

A. D. 19__
Given under my hand and notarial seal this _____ day of _____

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, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Secretary of said Corporation, who are

President of _____
and _____
a Notary Public in and for said County in the State aforesaid, do hereby certify that _____

STATE OF _____
COUNTY OF _____

Notary Public

A. D. 19__
Given under my hand and notarial seal this _____ day of _____

personally known to me to be the same person _____ whose names _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ be _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

a Notary Public in and for said County in the State aforesaid, do hereby certify that _____

STATE OF _____
COUNTY OF _____