

## UNOFFICIAL COPY

Chicago, Illinois February 16 19 95

783658

95153235

(Incrematter called the Assigner).

B.S.

Know all Men by these Presents, that MOHAMMAD SADDIQ and BILQUIS SADDIQ

(Husband & Wife) Altereafter called Assignor) in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and volumble considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto considerations.

SPERO PALLADINO AND BARBARA PALLADINO, AS JOINT TENANTS

3300

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 bereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, possession of, or any oral ment for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have hereforce made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignor 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 bookers XXX & Assignor's SiO YMM may be entitled; it being the intention hereof to make and establish hereoy an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues,

income, and profits thereunder, not the Assignce herein, all relating to the real estate and premises situated in the County of \_\_\_\_\_\_ and State of his ois, and described as follows, to wit:

Lots 2 and 3 in Block 1 in Javoras and Johnson's Westfield Manor, a subdivision of the East 3 of the Northeast 3 of the Northwest 3 of Section 29, Township 40 North, Range 13, East of Record Third \$23.00 principal Meridian, in Cook County, Illinois 140012 TRAN 2885 03/07/95 11:43:00 \$4239 \$ EB #-95-153235 COOK COUNTY RECORDER

PIN: 13-29-103-019 and 13-29-103-020

(0007-11 W Belmont- Chyp 1.

This instrument is given to secure payment of the principal sum of \_\_ONE\_HUNDRED\_THOUSAND\_DOLLARS\_\_\_\_\_

AND NO/100 (\$100,000.00) ------ Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to Chicago Title and Trust Company, an Illinois

and recorded in the Recorder's Office or Registered in the Office of the Registrar of Vitles of the office 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 or M. reque 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 or Mortgage herein referred to and in the Note or Notes sector of thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and p ofits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the anid Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or v.e reclared to be due in accordance with the terms of said Trust Died or Mortgage, or whether before or after the institution of any legal proceed has to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder. Assignce shall be entitled to take actual posses ion of the said real estate and premises beremabove described, or of any part thereof, personally or by agent or attorney, as for condition broken on I 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 indeby class secured by said Trust Deed or 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 relating thereto, and may exclude the Assignor, inchess or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinahove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged 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 extate and premises as may seem judicious, and may insure and reinsure the same, and may lease said amortgaged 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 Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor as its baneficiaries 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 the Assignee shall deem best. Assignee shall be entitled to collect and receive all entuings, revenues, rents, and income of the property and any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, ulterations, additions, betterments, and improvements, and all payments which may be made for taxes, assusaments, insurance, and prior or proper charges on the said real estate and promises, 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 Trust Dead or 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 romaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

**UNOFFICIAL COPY** 

A STATE OF THE STA

Beautie

Property of Cook County Clark's Office

This matrument shall be sall to binding upon and ingre to the The failure of Assignes, or any of the agents, attorneys, successors or assigns of the Assignse to enforce 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 rights under Cthe terms hereof but said Assignee or the ogents, 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 bereaf, and exercise the powers bereauder, at any time or times that shall be deemed fit. The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument. Not withstanding anything to the contrary, Chicato Title as trustee or Holders of the Note securing the Trust Deed rerferenced aforesaid shall be entitled to enforcement and all of the benefits of the Assignee under this Assignment of Rents. Mohammed S.J. MOHAMMAD SADDIO Opon Op Blyw Saddig STATE OF ILLINOIS, COUNTY OF COOK I, the undersigned, a Notary Public in and for the County and State aforesaid, do heregy certify that MOHAMMAD SADDIQ and BILQUIS SADDIQ (Husband and Wife) appeared before me in person and acknowledged the execution of this Assignments of kenus as Assignors, as their free and voluntury act for the purposes therein stated. "OFFICIAL SEAL" Kristana Eidschun Notary Public, State of Illinois My Commission Expires 8/1/95 Notarial Seul Notary Public DOCUMENT PREPARED BY AND RETURN TO: NAME Ronald N. Primack FOR INFORM LIGHTON ONLY INSERT STREET APPRESS OF ABOVE DESCRIBED PROPERLY Y HERE D ELIVERY 95153235 STREET 18607 Torrence Ave. Lansing, IL 60438 CITY THIS INSTRUMENT WAS PREZACED BY: Ronald PRIMACK OR INSTRUCTIONS RECORDER'S OFFICE BOX NUMBER

Assignment of Rents
chicago title and trust company
as Trustee
To

CHICAGO TITLE AND TRUST COMPANY 111 West Washington Street Chicago, Illinois 60602

## **UNOFFICIAL COPY**

Property or Cook County Clerk's Office