

UNOFFICIAL COPY

97404118

Success National Bank
Land Trust
Assignment of Rents

DEPT-01 RECORDING \$27.00
T#0012 TRAN 5425 06/06/97 09:07:00
#0953 # CG *-97-404118
COOK COUNTY RECORDER

The above space for RECORDER'S USE ONLY

27.00

Lincolnshire, Illinois 5/27, 19 97

KNOW ALL MEN BY THESE PRESENTS that Parkway Bank & Trust Company not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated 5/16/97 and known as Trust Number 11661, hereinafter called Assignor, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Success National Bank, a National Banking Association, having its main banking office and place of business in Lincolnshire, Illinois, Hereinafter called the Assignee, 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 may become due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, 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 Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to, by the Assignee 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 beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income and profits thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of Cook and State of Illinois, and described as follows, to wit

LOT 38 IN BLOCK 2 IN BUCKINGHAM'S SUBDIVISION OF BLOCK 4 IN THE PARTITION OF THE NORTH THREE-QUARTERS OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #14-20-420-042

Property known as 3322 N. Halsted, Chicago, IL 60657

97404118

BOX 333-CTI

UNOFFICIAL COPY

THIS ASSIGNMENT OF RENTS is executed by the undersigned Trustee, not personally but as Trustee thereof, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said Trustee hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the part of the Trustee personally to pay the said note or any interest thereon, or to perform any covenant either expressed or implied herein contained hereon, or any indebtedness occurring hereunder, or to perform any covenant either expressed or implied herein contained hereon, or any indebtedness occurring hereunder, or to perform any covenant either expressed or implied herein contained hereon.

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time, and any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof but said Assignee or the agents, attorneys, successors or assigns of the Assignee shall have full rights, 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.

This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon the Assignee to the benefit of the respective execution, administrators, legal representatives, successors and assigns of each of the parties hereto.

(1) Interest on the principal and overdue interest on the Note or Notes secured by said Trust Deed or Mortgage, at the rate herein provided; (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining 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.

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 earnings, revenues, rents, and income of the property and any part thereof. After deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements 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 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 and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

Without limitation of any of the legal rights of Assignee as the absolute Assignee of the rents, issues and profits 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 said Trust Deed or Mortgage above described, whether before or after the Note or Notes secured by said Trust Deed or Mortgage is or are declared to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale hereunder, Assignee shall be entitled to take actual possession of the said real estate and premises herein above described or any part thereof, personally or by agent or attorney, as for condition broken, and may 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 or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises herein above described together with all documents, books, records, papers and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, who by herefrom, and may hold, operate, manage and control the said real estate and premises herein above 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 estate and premises as may seem judicious, and may reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may see 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 or its beneficiaries 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 earnings, revenues, rents, and income of the property and any part thereof. After deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements 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 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 and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

This assignment shall not become operative until a default exists in the payment of the 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 secured thereby.

AND NO/100
Dollars, and interest upon a certain loan secured by the Mortgage or Trust Deed to Success National Bank as Trustee or Mortgagee dated 5/27/97 and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises herein above described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which accrued or may hereafter accrue under said Trust Deed or Mortgage have been paid.
This assignment shall not become operative until a default exists in the payment of the 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 secured thereby.

04118

UNOFFICIAL COPY

tained, all such liability, if any being expressly waived by the Assignee and by every person now or hereafter claiming any right to security hereunder, and that so far as the said Trustee personally is concerned, the legal holder or holders of said note 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 note provided or by action to enforce the personal liability of the guarantor or co-maker, if any.

IN WITNESS WHEREOF, the undersigned Trustee not personally but as Trustee aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attest to, the day and year first above written.

CORPORATE SEAL

Parkway Bank & Trust Company

As Trustee as aforesaid and not personally,

SEE EXHIBIT "A" FOR TRUSTEE SIGNATURE, ACKNOWLEDGEMENT AND EXCULPATION

By _____, VICE-PRESIDENT

Attest _____, Asst. _____

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that the above named officers of the _____ Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers 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 Company for the uses and purposes therein set forth; and the said officers then and there acknowledged that the said officers, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Notarial Seal

Given under my hand and Notarial Seal this _____ day of _____, 19 _____.

Notary Public

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

3322 N. Halsted, Chicago, IL 60657

Reference Charlene Schoenbach

Place in Recorder's Box

Mail to: **KIMBERLY CREELY**

No. _____

SUCCESS NATIONAL BANK

3443 W. TOUHY AVENUE, LINCOLNWOOD, IL 60645

This document prepared by: Joy Maris

c/o Success National Bank, One Marriott Drive, Lincolnshire, IL 60069

97404118

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A"

ASSIGNMENT OF RENTS EXONERATION RIDER

This Assignment of Rents is executed by PARKWAY BANK & TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said trust deed or in said note contained shall be construed as creating any liability on the said PARKWAY BANK & TRUST COMPANY personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as PARKWAY BANK & TRUST COMPANY personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said trust deed and note provided.

The Trustee makes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the districts herein described, if any, or of any environmental conditions, duties or obligations concerning the property whether under any federal, state or local statute, rule, regulation, or ordinance. The beneficiaries of this Trust have management and control of the use of the property and as such, have the authority on their own behalf to execute any document as environmental representative but not as agent for or on behalf of the Trustee.

PARKWAY BANK & TRUST COMPANY, as Trustee under Trust No. 11661 as aforesaid and not personally,

BY: [Signature]
Vice President & Trust Officer

ATTEST: [Signature]
Assistant Trust Officer

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid do hereby certify that DIANE Y. PESZYNSKI and Jolana KUBANSKI the VICE TRUST OFFICER and ASST TRUST OFFICER of PARKWAY BANK & TRUST COMPANY, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument in the capacities shown, appeared before me this day in person, and acknowledged signing, sealing and delivering the said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal on 5/30/97
(Date)

[Signature]
Notary Public



97404118

UNOFFICIAL COPY

Property of Cook County Clerk's Office