

ASSIGNMENT OF RENTS
(ILLINOIS)



KNOW ALL MEN BY THESE PRESENTS,
Cole Taylor Bank, as Successor
THAT the Assignor, Trustee to Glenview State
Bank a Corporation of Illinois, as
Trustee under Trust Agreement dated

11/12/84 an known as Trust #3293, of the
Village of Wheeling

County of Cook and State

of Illinois, in consideration of One Dollar (\$1) and other
valuable consideration in hand paid, the receipt of which is
hereby acknowledged, does hereby sell, assign, transfer and
set over unto the Assignee, The Bronson-Gore Bank

in Prospect Heights, of the
City of Prospect Heights

County of Cook and State

of Illinois, his executors, administrators and assigns, all the
avails, rents, issues and profits now due and which may
hereafter become due under or by virtue of any lease,
whether written or verbal, or any letting of, or any agree-
ment for the use or occupancy of any part of the premises
hereinafter describer, which may have been heretofore or
may be hereafter made or agreed to, or which may be made
or agreed to by the Assignee under the power herein
granted, it being the intention to hereby establish an
absolute transfer and assignment of all such leases and
agreements and all the avails there-under unto the Assignee
and especially those certain leases and agreements now existing as follows, to wit:

Above Space For Recorder's Use Only

DATE OF LEASE LESSEE TERM MONTHLY RENT

such rent being payable monthly in advance with respect to the premises described as follows, to wit:
See Legal Description attached hereto and made a part hereof

BOX 333-CTI

Initialed by: ll

102
RENSHILL
02

4

Permanent Real Estate Index Number(s): 03-24-200-131-0000

Address(es) of premises: 871 E. Palatine Road, Wheeling, Il 60090

and the Assignor hereby irrevocably appoints the Assignee as his true and lawful attorney to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every one of the leases or agreements, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in his discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties at his discretion, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the Assignor to the Assignee, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on incumbrances, if any, which may in said attorney's judgement be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

GIVEN under hand and seal, this 6th day of October, 1998

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF FOR TRUSTEE'S EXECUTION, ATTESTATION AND EXONERATION (SEAL) (SEAL)

STATE OF)
) SS.
COUNTY OF)

I, _____, 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 _____ signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____, 19____

NOTARY PUBLIC

Commission Expires _____

Prepared by and mail to: Florica Gociman
606 Milwaukee Avenue
Prospect Heights, Il 60070

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, 315.0 FEET WEST OF THE INTERSECTION OF SAID NORTH LINE WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE WEST ALONG THE NORTH LINE OF SAID SECTION 24, 100.0 FEET; THENCE SOUTH AT RIGHT ANGLES TO SAID NORTH LINE, 217.5 FEET; THENCE WEST AT RIGHT ANGLES 100.0 FEET; THENCE SOUTH AT RIGHT ANGLES TO A POINT ON THE NORTH LINE OF RELOCATED PALATINE ROAD; THENCE NORTHEASTERLY ALONG THE NORTH LINE OF RELOCATED PALATINE ROAD, 201.28 FEET MORE OR LESS TO A LINE DRAWN THROUGH THE POINT OF BEGINNING AT RIGHT ANGLES TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTH ALONG THE LAST DESCRIBED LINE 334.25 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

Property address: 871 E. PALATINE ROAD, WHEELING, IL 60090
P.I.N. 03-24-200-131-0000

Property of Cook County Clerk's Office

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default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 17 unless applicable law provides otherwise). The notice shall specify (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

The following riders are attached:
Condominium Rider

98523776

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Patsy A. Lewis
PATSY A LEWIS

Property of Cook County Clerk's Office

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, County of COOK

SS

I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that
PATSY A LEWIS, ~~MARRIED~~ DIVORCED AND NOT SINCE REMARRIED



personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her, their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of September, 1998

My Commission expires:

Record and Return to:
CHASE MANHATTAN MORTGAGE CORPORATION
1500 NORTH 19TH STREET
MONROE, LA 71201
ATTENTION: FINAL CERTIFICATION DEPT - 3 SOUTH

Kristen L. Mann
Notary Public

98323776

Prepared By:
ITASCA II
15441 94TH AVENUE
ORLAND PARK, IL 60462



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CONDOMINIUM RIDER

61304593
1613045934

THIS CONDOMINIUM RIDER is made this 30th day of September 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CHASE MANHATTAN MORTGAGE CORPORATION a corporation organized and existing under the laws of the state of New Jersey (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

225 S ROHLWING ROAD UNIT 203, PALATINE, IL 60067

Property Address

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

WILLOW CREEK

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and lender further covenant and agree as follows:

A. CONDOMINIUM OBLIGATIONS. Borrower shall perform all of Borrower's obligations under the Condominium Projects's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. HAZARD INSURANCE. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the

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Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. PUBLIC LIABILITY INSURANCE. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. LENDER'S PRIOR CONSENT. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent documents if the provision is for the express benefit of Lender;

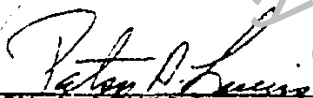
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. REMEDIES. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.



PATSY A LEWIS

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