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Cook County Recorder

25.50

ABOVE SPACE IS FOR RECORDING PURPOSES ONLY

Assignment of Rents

(individual form)

9512 Loan #

KNOW ALL MEN BY THESE PRESENTS, that ____ Jeffrey P. Roti, never been married of HOFFMAN ESTATES (hereinafter referred to as Michigagor) of the Town and State of Illinois, in order to secure an indebtedness of County of DUPAGE Sixty-One Thousand Three Hundred Seventy-Seven And 00/100 (\$_____61,377.00_), executed a mortgage of even date herewith, mortgaging to Highpoint Apartments Limited Partmership, an Illinois Limited Partnership (hereinafter referred to as the Mortgagee,) the following described real estate:

See Exhibit A

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer and set over unto said Mortgagee, and/or 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 Mortgagee 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 drails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property herein above described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee 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 name(s) 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 Mortgagee may do.

It is understood and agreed that the Mortgagee 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 Mortgagee, 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 expense for such attorneys, agents and servants as may reasonably be necessary.

UNOFFICIAL COPS/02142 Page 2 of 3

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

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment uni after default in any payment secured by the mortgage or after a breach of any of its covenants.

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

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this day of December 1997
JEPEREY/P/ROTI (STAL) (SEAL)
(SEAL) (SEAL)
STATE OF ILUNDIS COUNTY OF DEPCK) ss.
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Setting P. Kott. personally known to me to be the same person(s) whose name(s)
subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that
GIVEN under my hand and Notarial Seal, this $\frac{219}{19}$ day of $\frac{1}{19}$ day of $\frac{1}{19}$
Notary Pulication "OFFICIAL SEAL." SHARON M. ANDERSON-COX Notary Public, State of Illinois My Commission Expires 04/07/01 Property Address: See Exhibit A PIN: See Exhibit A

EXHIBIT A

PARCEL 1:

UNIT NUMBER 1930-E, IN THE HUNTINGTON CLUB II CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

BLOCK 14, IN HUNTINGTON CLUB, BEING A SUBDIVISION IN PARTS OF SECTIONS 5 AND 8, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF, RECORDED NOVEMBER 15, 1993 AS DOCUMENT NUMBER 93924435, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 27, 1994, AS DOCUMENT NUMBER 94839138 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL, NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, OVER, THROUGH AND UPON THE LAND DESCRIBED IN THAT DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR HILLDAY, ROAD ASSOCIATION DATED AS OF SEPTEMBER 1, 1979 AND RECORDED AND FILED RESPECTIVELY AS DOCUMENT NUMBER 25214474 AND LR 3143390, FOR THE PURPOSE OF REASONABLE INGRESS AND EGRESS TO AND FROM ALL OR ANY PART OF PARCEL 1 AND OTHER PROPERTIES AS THEREIN DESCRIBED.

PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCELS 1 THROUGH 10, OVER THROUGH AND UPON THE COMMON AREAS AND COMMUNITY FACILITIES AS DESCRIBED IN THAT DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTINGTON CLUB MASTER HOMEOWNERS ASSOCIATION RECORDED NOVEMBER 18, 1993 AS DOCUMENT NUMBER 93943916 FOR THE PURPOSES SET FORTH THEREIN.

P.I.N. #07-08-109-071-1005, Volume 187

Common Address: 1930-E Kenilworth

Hoffman Estates, IL 60195

Mg-M-Msestorby

UNOFFICIAL COPRO2142

ABOVE SPACE IS FOR RECORDING PURPOSES ONLY

Assignment of Rents

(individual form)

Loan # 9512

KNOW ALL MEN BY THESE PRESENTS, that
outiful to work work wasted
(hereinafter referred to as Mongagor) of the Town of HOFFMAN ESTATES
County of DUPAGE, and State of Illinois, in order to secure an indebtedness of Sixty-One Thousand Three Hundred Seventy-Seven and 00/100 Dollar
(\$ 61,377.00), executed a mortgage of even date herewith, mortgaging thighpoint Apartments Limited Partnership, an Illinois Limited Partnership
(hereinafter referred to as the Mortgagee,) the following described real estate:

See Exhibit A

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer and set over unto said Mortgagee, and/or its successors and assigns, all the rents now the 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 here n described, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee 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 overlish hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property herein above described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee 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 name(s) 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 Mortgagee may do.

It is understood and agreed that the Mortgagee 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 Mortgagee, 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 expense for such attorneys, agents and servants as may reasonably be necessary.



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

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

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

this 19 day of December	his assignment of rents is e	xecuted, sealed and delivered	
111 00-	(SEVT)	(SEAL)	
	(SEAL)	(SEAL)	
STATE OF ILLINOIS COUNTY OF DUPCY) } ss.) .	
DO HEREBY CERTIFY THAT person	ally known to me to be the subscribed to the foregoing ind that	county, in the State aforesaid, same person(s) whose name(s) strument, appeared before me igned, sealed and free and voluntary act, for the	
uses and purposes therein set forth. GIVEN under my hand and Notarial S			
Monduleisenlas			
THIS INSTRUMENT WAS PREPARED BY:	Notary Public SHARON M. AN Notary Public, S My Commission E	L SEAL" \$ DERSON-COX \$ State of Illinois \$	
Janet R. Heintz, Assistant Counsel The Inland Group, Inc.	Property Address: See PIN: See Exhibit A		

2901 Butterfield Road

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