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ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that MT. PROSPECT STATE BANK as trustee under agreement dated 6/1/85 and designated Trust #1573 (hereinafter called "First Party"), in consideration of ten and no/100 dollars (\$10.00), to it in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged and confessed, does hereby assign, transfer and set over unto the MT. PROSPECT STATE BANK, an Illinois corporation of Mt. Prospect, Illinois, its successors and assigns, (hereinafter called the "Second Party"), all the rents, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income and profits thereunder, unto the Second Party herein, all relating to the real estate and premises situated in the County of Cook, State of Illinois, and described as follows, to wit:

Lot 33 in Lawndale Gardens Unit #3, a sub of the South 644.60 feet (ex. the East 1910.83 feet) of the Southwest quarter of Section 24, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, according to plat thereof reg. as document #179022

PROPERTY ADDRESS: 1505 ELMHURST RD.
DES PLAINES, IL

3471664

Permanent Index No. 08-24-304-001

Commonly known as 1505 Elmhurst Road, Des Plaines, Illinois, hereby releasing and waiving all rights, if any, of First Party under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This instrument is given to secure payment of the principal sum and the interest of or upon a certain loan for THREE HUNDRED SEVENTY-FIVE THOUSAND and no/100ths (\$375,000.00) secured by Mortgage to the

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MT. PROSPECT STATE BANK as Mortgagee, dated October 9, 1985 and filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force 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 Mortgage, 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 Mortgage herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said Mortgage above described, the First Party will, whether before or after the Note or Notes secured by said Mortgage is or are declared to be immediately due in accordance with the terms of said Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken and, in its discretion, 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 indebtedness secured by said 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 of First Party relating thereto, and may exclude the First Party, its agents or servants, wholly therefrom, and may in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents, and may at the expense of the mortgaged property, from time to time, either by purchase, repair or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and all payments 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 Second Party and of its attorneys, agents, clerks, servants and others employed by it, properly engaged and employed, for services rendered 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 Second Party 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 Second Party hereunder, the Second Party may apply any and all monies arising as aforesaid:

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- (1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said Mortgage, at the rate therein provided;
- (2) To the payment of the interest accrued and unpaid on the said Note or Notes;
- (3) To the payment of the principal of the said Note or Notes from time to time remaining outstanding and unpaid;
- (4) To the payment of any and all other charges secured by or created under the said Mortgage above referred to; and
- (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3) and (4) to the First Party.

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

The failure of the Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of 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 of its, his or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, 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.

The payment of the Note and release of the Mortgage securing said Note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by MT. PROSPECT STATE BANK, not personally, but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee.

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This Instrument is signed by MOUNT PROSPECT STATE BANK, not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 1573. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be added, assigned and said Trustee shall not be personally liable for the performance of any obligations or for any expenses or implied of this agreement or for the violation or violation of the title of said property or for any agreement with respect thereto. Any and all personal liability of MOUNT PROSPECT STATE BANK is hereby expressly waived by the parties hereto and their respective successors and assigns.

MT. PROSPECT STATE BANK
as trustee as aforesaid
and not personally,

By: Paul M. Greene Trust Officer
ATTEST: Vernette Scamhorn Secy.

State of Illinois, County of Cook SS. I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Paul M. Greene, Trust Officer of Mt. Prospect State Bank and Vernetta Scamhorn, Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer 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 Company as trustee as aforesaid for the uses and purposes therein set forth; and the said Officers then and there acknowledged that said Secretary, as custodian of the corporate seal of said Company, did

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affix the corporate seal of said Company to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Company, as trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal this 27th day
of October 1985

Commission expires: 4-11-88

Edward P. Karby
Notary Public

This instrument prepared by Robert F. Werdell, 111 East Busse Avenue, Mount Prospect, Illinois.

Property of Cook County Clerk's Office

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NOTARY PUBLIC

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REGISTRAR U OF TITLE
OCT 25 9 33 AM '93
MOUNT PROSPECT STATE BANK
111 EAST PUSSE AVENUE
MOUNT PROSPECT, IL. 60056

RECORDED
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HARRY DUS YOUNGELL
LORD