



# ASSIGNMENT OF RENTS

3192723

Chicago, Illinois, January 24, 1986

IRVING MATHIS and ROBBICYNE STORY MATHIS

Know all Men by these Presents, that ~~IRVING MATHIS and ROBBICYNE STORY MATHIS~~ an Illinois corporation, of Chicago, Illinois, not personally

~~but as trustee under the power of a deed or deed in trust duly recorded or recorded and delivered to said Company in pursuance of a trust agreement dated~~ \_\_\_\_\_ and known as its Trust Number \_\_\_\_\_

\_\_\_\_\_ (hereafter 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 Alphonse W.

Williamson and Isadora G. Williamson, 7420 S. Vernon, Chicago (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 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 an agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have herebefore 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 to the Assignee hereinafter relating to the real estate and premises situated in the County of Cook and State of Illinois and described as follows to-wit:

Lot 25 and Lot 26 in William A. Bond and Company's Subdivision of Block 5 in Wakeman's Subdivision of the East 1/2 of the Southeast 1/4 of Section 27, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index No. 29-27-412-019

This instrument is given to secure payment of the principal sum of Fifteen Thousand Dollars (\$15,000.00)

\_\_\_\_\_ Dollars, and interest upon a

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

corporation \_\_\_\_\_ as Trustee or Mortgagee dated 1/24/86

and recorded in the Recorder's Office or Registrar in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinafter described. 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 Trust Deed or 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 Trust Deed or Mortgage herein referred to and in the Note or Notes issued thereby.

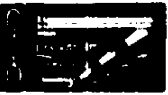
Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the maturity of the note or notes secured by said Trust Deed or Mortgage as or as 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 thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinafter described, or of any part thereof, personally or by agent or attorney, in fee, without bond, and 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 Trust Deed or Mortgage, enter upon, take and maintain possession of all or any part of said real estate and premises hereinafter described together with all documents, books, records, papers and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinafter 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 insure and reinsure the same, and may lease said mortgaged 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 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, 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 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 Deed 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 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.

\*upon their giving 10 days prior written notice

5 of 5  
208573

3192723



Box No. \_\_\_\_\_

# Assignment of Rents

CHICAGO TITLE AND TRUST COMPANY  
Irving Mathis and Robbclyne  
Story Mathis  
as Tenants

TO  
Alphonse W. Williamson and

Isadora G. Williamson

# UNOFFICIAL COPY

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

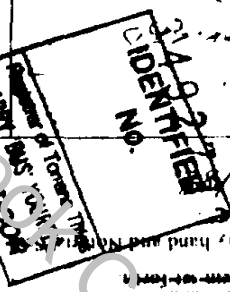
120531 / 1503  
RECORDED  
DUPLICATE

INSTRUCTIONS  
RECORDER'S OFFICE BOX NUMBER  
OR  
NAME  
STREET  
CITY  
COUNTY OF COOK

THIS INSTRUMENT WAS PREPARED BY:  
Louis H. Levinson  
Friend & Steponate & Assoc., Ltd.  
33 N. LaSalle, Suite 300  
Chicago, Illinois 60602

FOR INFORMATION ONLY  
INSERT STREETS AND CROSS STREETS  
DESCRIPTIVE OF LAND  
602-610 E. ...  
Chicago, IL 60619

Given under my hand and the seal of the State of Illinois, this 23rd day of August, 1986.  
Notary Public  
1/21/86  
205503



STATE OF ILLINOIS  
COUNTY OF COOK  
Irving Mathis and Robbclyne Story Mathis  
Assistant Vice President

Irving Mathis and Robbclyne Story Mathis  
Assistant Vice President

CHICAGO TITLE AND TRUST COMPANY, as Trustee as shown and not personally  
Robbclyne Story Mathis

Irving Mathis and Robbclyne Story Mathis have caused their signatures  
to be affixed hereto the day and year first above written.

The lease of the Trust Deed or Mortgage securing said note shall operate as a release of this instrument  
shall be deemed to  
the terms hereof but said Assignee or Assignees of the Assignee shall have full right, power and authority to  
conditions of this Agreement for any period of time, at any time or times, shall not be construed to deprive or to limit in any way the  
benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.