

UNOFFICIAL COPY

EXHIBIT A

0 3 5 0 6 7 0 2

Legal Description of Real Property Commonly Known as
2000 North Waukegan Road, Glenview, Illinois:

PARCEL 1 - That part of lot 7 described as follows: beginning at the South line of Lot 7 and the center line of Waukegan Road thence West along the South line of Lot 7, 400 feet, thence Northerly parallel with the center line of Waukegan Road 200.11 feet; thence East parallel with the South line of Lot 7, 400 feet to the center line of Waukegan Road, thence South along the center line 200.11 feet to the point of beginning, all in Dilg's Subdivision of the West half of the East half of the North West Quarter of the North West quarter and the West four tenths of said North West quarter of the North West quarter of Section 25, Township 42 North, Range 12, East of the Third Principal Meridian and the North 14.83 chains lying East of the North Branch Road (Waukegan Road) and the North quarter lying West of said North Branch Road (except the North 10 chains thereof of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian; * of the west 10 chains

PARCEL 2 - That part of Lots 7 and 8 (taken as a tract) described as follows: beginning on the South line of Lot 7, 400.0 feet (as measured along said South line) West of the center line of Waukegan Road, thence Northerly parallel with the center line of Waukegan Road, 434.04 feet to the South line of the North 220.0 feet of Lot 8, thence West parallel with the North line of Lot 8, 273.49 feet to the North and South center line of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian thence South along the said center line of Section 26, 433.98 feet to the South line of Lot 7, thence East along said South line 251.07 feet to the point of beginning, said Lots 7 and 8 being in Dilg's Subdivision of the West half of the East half of the North West quarter of the North West quarter and the West four tenths of the North West quarter of the North West quarter of Section 25, Township 42 North, Range 12, East of the Third Principal Meridian, and the North 14.83 chains lying East of the North Branch Road (Waukegan Road) and the North quarter lying West of said North Branch Road, except the North 10 chains of the West 10 chains thereof of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, according to the plat recorded July 19, 1902, as Document 327234, all in Cook County, Illinois.

PARCEL 3 - The East Four Hundred-Twenty-Five feet of Lot One in Glenview Acres, being a Subdivision of part of the Southwest Quarter of the Northeast Quarter West of the Waukegan Road and a part of the East Sixty (60) rods of the Southeast Quarter of the North West Quarter of Section 26, Town 42 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof, filed in the Office of the Registrar of Titles of Cook County, Illinois, on April 28, 1922, as Document Number 152787.

Parcel 4

Lot 1 (except the East 425 feet thereof) in Glenview Acres, being a Subdivision of part of the Southwest quarter of the Northeast quarter, West of Waukegan Road, and a part of the East 60 rods of the Southeast quarter of the Northwest quarter of Section 26, Township 42 North, Range 12, East of the Third Principal Meridian, according to Plat thereof, filed in the Office of the Registrar of Titles of Cook County, Illinois, on April 28, 1922, as Document No. 152787.

Permanent Tax Numbers: 04-26-100-015
04-26-201-031
04-26-201-032
04-26-201-034

Volume: 133

This instrument was prepared by Anthony L. Frink, Gottlieb and Schwartz, 200 E. Randolph St., Suite 6900, Chicago, IL

60601

3506702

UNOFFICIAL COPY

ASSIGNMENT OF INTEREST - 8506702 2

7 11 86 B-6
DUPLICATE
FOR TORPAM

Chicago, Illinois March 12 1986

Know all Men by these Presents,

that PARKWAY BANK & TRUST COMPANY,

an Illinois Banking Association, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 20, 1985 and known as its trust number 7587 ^{B5} E3

(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 River Road Mobile

Homes Park, Inc. (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 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 described as follows, to wit:

Please see Exhibit A attached hereto and made a part hereof for the legal description.

This instrument is given to secure payment of the principal sum of Nine Hundred Twenty-Five Thousand (\$925,000.00) Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to PARKWAY BANK & TRUST COMPANY FROM RIVER ROAD INSURANCE CO. E3

as Trustee or Mortgagee dated March 12, 1986 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 hereinabove 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 secured 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 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 thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as soon as condition broken, 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 hereinabove 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 hereinabove 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 to the Assignor 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 expense 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.

Cook 209534

Draw 53

12333

Box 15

18

3506702

5
DUPLICATE

UNOFFICIAL COPY

9. 8/21/49
3506702
91937 Box No.

Assignment of Rents

PARKWAY BANK AND TRUST COMPANY

as Trustee
TO BE
REGISTERED
OF TITLES
CO
CO
PM '86

3506702

PARKWAY BANK AND TRUST COMPANY
4771 North Harlem Avenue
Harwood Heights, Illinois

Notary Public
HARRY DUIS VORWALD

IDENTIFIED
NO.

20953
JULIAN, ILLINOIS

Notary Public

day of March, A.D. 1946
GIVEN under my hand and Notarial Seal this
Trustee as aforesaid, for the uses and purposes therein set forth, for the uses and voluntary act of said Bank as
instrument as his own free and voluntary act and as the free and voluntary act of said Bank to said
as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said
and purposes therein set forth; and the said Assistant Cashier, when and there acknowledged that he,
voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses
acknowledged that they signed and delivered the foregoing instrument as their own free and
Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person and
be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-
Assistant Cashier of Parkway Bank And Trust Company, who are personally known to me so
of Parkway Bank And Trust Company.
Dime Y. Frynska
Vice-President-Trust Officer

STATE OF ILLINOIS
COUNTY OF COOK

I, B. W. Johnson, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that

ATTEST
BY: [Signature]
S. Vice-President-Trust Officer
PARKWAY BANK AND TRUST COMPANY
as Trustee as aforesaid and not personally.

THIS ASSIGNMENT OF RENTS, is executed by Parkway Bank And 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. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Parkway Bank And Trust Company personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Parkway Bank And Trust Company, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.
IN WITNESS WHEREOF, Parkway Bank And Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, at the place and on the date first above written.

This instrument shall be assignable by Assignee, 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 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, at 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 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 release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.