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LOST NOTE AND MORTGAGE
AFFIDAVIT

SM

STEVEN M. STARK, being an officer of Bell Federal Savings and Loan Association, being first duly sworn and upon, on oath states, that on the 2nd day of July, 1973, Robert Kenneth Kroil and Eleanor Kroil executed a note and mortgage which were registered in the Office of the Registrar of Titles, of Cook County, Illinois, as document No. 2703514 on Certificate of Title of 1171740, Vol. 2340 2, Page 371 in and to the property described as follows:

LOT 14, BLOCK 87, OF HOFFMAN ESTATES VIII, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAN THEREOF FILED APRIL 3, 1959, IN THE OFFICE OF THE REGISTRAR OF TITLES AS DOCUMENT NO. LR 1852967 IN COOK COUNTY, ILLINOIS.

The original Note and Mortgage remained in the possession of Bell Federal Savings and Loan Association, until paid off on or about the 19th day of March, 1985; that said note and mortgage were marked "paid" and "cancelled" and were subsequently lost, misplaced, or destroyed; that diligent search has been made for same; that the current Certificate shows that title to said property is subject to that encumbrance which has been paid off and should no longer be an encumbrance.

Affiant further states that there is no other person or persons having knowledge of the circumstance of the loss, destruction or misplacement of the cancelled note and mortgage and that he makes this affidavit for the purpose of inducing the Registrar of Titles of Cook County to accept the releases in duplicate and register the same, so that the foregoing encumbrances can be re

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moved from the Torrens Certificate. Bell Federal Savings and Loan Association holds the registrar of Titles harmless concerning the registration of this release; relating to the lost Note and Mortgage.

DATED 10/9/86


BELL FEDERAL SAVINGS AND LOAN ASSOCIATION

By: 

STEVEN M. STARK

Its: ASST. SECRETARY

SUBSCRIBED and SWORN to before me
this 9th day of October, 1986



Notary Public

My Commission Expires
May 9, 1989

Property of Cook County Clerk's Office

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ASSIGNMENT OF RENTS

Chicago, Illinois October 7, 1986

Chicago Title and

Trust Company, an Illinois Corporation, 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 6/16/86

and known as its trust number 1088547 (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 Bank of Ravenswood

(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 State of Illinois, and described as follows, to wit:

Lot Thirty-Three (33) in Block Five (5) in the Subdivision of Blocks 5, 6 and the West Half (1/2) of Block 7, in the Subdivision of Block 44, in Sheffield's Addition to Chicago, in the Southwest Quarter (1/4) of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded July 5, 1882, as Document Number 406323, in Book 17, in Plats, Page 33.

Tax I.D. #: 14-29-303-034 (Vol. 499)
2708 N. WAGNER, Chicago.

This instrument is given to secure payment of the principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND

NO/100 (\$175,000.00) Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to Bank of Ravenswood

October 7, 1986

as Trustee or Mortgagee dated 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 for 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 Assignee shall seem 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.

LEGAL FOLLOWS MORTGAGE NOTE IDENTIFIED

Carol CIBBE 8/12/87

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