

# UNOFFICIAL COPY

## PARCEL 1:

Lots 13, 14, 15, 16 and 17 in Holland's Resubdivision of Lots 1 to 109, both inclusive, and vacated streets and alleys in Dall's Sunnyside Addition to Wheeling, in the South one-half (1/2) of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles, in Cook County, Illinois, on September 16, 1955 as Document LR1621040, in Cook County, Illinois.

Permanent Real Estate Index Numbers: 03-02-321-019-0000;  
05-02-321-020-0000;  
03-02-321-021-0000; and *et*  
05-02-321-022-0000

Common Street Address: 20 W. Dundee Road, Wheeling, Illinois 60090.

## PARCEL 2:

Lots 10, 11 and 12 in Holland's Resubdivision of Lots 1 to 105, inclusive, and vacated streets and alleys in Dall's Sunnyside Addition to Wheeling, in the South one-half (1/2) of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on September 16, 1955 as Document 1621040.

Permanent Real Estate Index Numbers: 03-02-321-010-0000;  
03-02-321-011-0000; and *et*  
03-02-321-012-0000

3777651

Common Street Address: 30 N. Wolf Road, Wheeling, Illinois 60090.

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Property of Cook County Clerk's Office

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1777661

## ASSIGNMENT OF RENTS

Chicago, Illinois, OCTOBER 6, 1988

**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 9-30-88 and known as its trust number 9037

(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 PARKWAY BANK AND

TRUST COMPANY 4500 N. HARLEM AVE., HARWOOD HEIGHTS, ILL 60656 (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 assignment 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 Assignee under the present 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 hereto 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:

LEGAL ATTACHED:

This instrument is given to secure payment of the principal sum of ONE MILLION TWO HUNDRED THOUSAND DOLLARS AND NO/100 \$1,200,000.00 Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to PARKWAY BANK AND TRUST COMPANY

as Trustee of Mortgage dated 10-1-88

and recorded in the Recorder's Office or Registered in the Office of the Registrar of Title 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 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, or a default 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 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 deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and profits 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 in 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 notes from time to time remaining outstanding and unpaid;
- (4) any and all other charges incurred by or created by or provided under the said Trust Deed or Mortgage above referred to;
- and (5) the balance, in any to the Assignor.

PARKWAY BANK AND TRUST CO.  
4500 N. HARLEM AVE.  
HARWOOD HEIGHTS, ILL 60656

THIS INSTRUMENT PREPARED BY  
ARMELLA A. RATAJ  
4200 NORTH HARLEM AVE.  
HARWOOD H.

Legal Attorneys Mortgage

COOK COUNTY RECORDER

XL-804696 of said Title

10/11/88

UNOFFICIAL COPY

3777561

PARKWAY BANK AND TRUST COMPANY

Assignment of Rents

Notary Public  
COURT OF JOSEPH, MO.

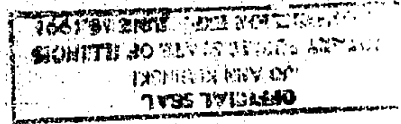
as Trustee  
TO

OFFICIAL SEAL
COURT OF JOSEPH, MO.
NOTARY PUBLIC
COMM. EXPIRES 12-31-1911

3777561

PARKWAY BANK AND TRUST COMPANY  
4821 North Market Avenue  
Harwood Heights, Illinois

DATE  
2  
\$9,853.17  
\$148.00  
\$4



GIVEN under my hand and official seal this  
 day of *March* A.D. 191*1*

Trustee as assigned, for the use and purchase thereof and for the  
 instrument as his own free and voluntary act and as the free and voluntary act of said Bank as  
 its condition 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 and there acknowledged that he  
 voluntary act and as the free and voluntary act of said Bank, as Trustee as assigned, for the use  
 not acknowledged that they signed and delivered the foregoing instrument as their own free and  
 Trust officers and Assistant Cashier, respectively, appeared before me this day in person and  
 to 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 to  
 ROSANNE DU PASS, AVP  
 Vice-President-Trust Officer

I, J. H. SCHREIBER, SR., a Notary Public in and for said County, in the State aforesaid, do hereby certify that  
 the instruments  
 to me aforesaid

*[Signature]*  
 Vice-President-Trust Officer  
 as Trustee as assigned and not personally  
 PARKWAY BANK AND TRUST COMPANY  
 ATTORNEYS  
*[Signature]*  
 Assistant Cashier

THIS ASSIGNMENT OF RENTS, is executed by Parkway Bank And Trust Company, not personally but as Trustee as assigned,  
 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 in or 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 thereon, or any indebtedness accruing thereunder or hereunder,  
 or to perform any agreement or covenant other express or implied herein or therein contained, all such liability, if any, being expressly  
 waived by Assignor, and by anyone now or hereafter claiming any right or security hereunder, so far as Parkway Bank And Trust  
 Company, jointly or severally, is concerned, the Assignor hereunder or the legal holder or holders of said Note or Notes and the owner  
 or owners of any real estate herein assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust deed or  
 Mortgage created in the number 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 assigned, has caused these  
 presents to be signed by its Vice-President Trust Officer, and his corporate seal to be hereunto affixed and attested by its Assistant Cashier,  
 at the place and on the date first herein written.

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

The failure of Assignor or any of the agents, attorneys, successors or assigns of the Assignor 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 and Assignor or the agents, attorneys, successors or assigns of the Assignor shall have full right, power and  
 authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the power 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