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ASSIGNMENT OF DEBTS AND INTEREST

THIS ASSIGNMENT, made February 12, 1939, between GEORGE WALTER BROWN & WEST OFFICE OF NEW YORK, as Trustee under Trust Agreement dated February 17, 1939, and known as Trust Number 1077 ("Trustee"), and GEORGE WALTER BROWN & WEST OFFICE OF NEW YORK, as Illinois Trusting Corporation, Assignor, and Assignee ("Assignor") witnesses:

That BROWN, the Assignor is indebted to Assignee for money borrowed in the aggregate principal sum of TWO THOUSAND THIRTY AND NO/100 Dollars (\$2,032.00) as evidenced by a certain Mortgage Note of said State of Illinois herein called the "Note" which Note is secured by a certain Mortgage given by Assignor to Assignee under said State of Illinois which Mortgage is herein called the "Mortgage" and the terms of which Note and which Mortgage are hereby incorporated herein by reference upon certain property herein called "said property" situated in the County of Cook and State of Illinois, to wit:

LOT 12 IN BLOCK 7 IN WILLIAM L. WALLACE'S RECONSTRUCTION OF THE TRACTED WILLIAM L. WALLACE'S TRACT SITUATED IN NORTH BROADWAY, NORTH & DIVISION IN THE NEUTRALITY 1/4 E. SECTION 4, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF BEARING BEARING 7, 1927, IN BOOK 140 OF PLATS PAGE 27, AS PLANNED UNDER RECORD 10,000, IN COOK COUNTY, ILLINOIS.

RECORDED HERE UNDER: 14-01-110-01

INDEX REFERENCE: 625-26 N. CLARKE ST. N. 200 N. BOSTON ST., CHICAGO, ILL. 60629

Now, WHEREAS, to secure: (a) the payment of all such loans on the said Note according to the terms and effect of said Note and any and all extensions, renewals and substitutions thereof, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said Note and other amounts being herein collectively called the "indebtedness") and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in any of this Assignment of Note and Loans, in the Mortgage, or in any other instrument given in connection with the borrowing of the indebtedness (as referred to in said Note or the Mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof which is hereby acknowledged, the Assignor does by these presents, GEORGE WALTER BROWN, and WEST to Assignee all the rents, issues and profits now due and which may hereafter become due, whether before or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting, or any agreement for the use or enjoyment of any part of said Property, heretofore or hereafter made or agreed to, in being substitution of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such loans and agreements made or agreed to by either the undersigned or by the Assignor under the power herein granted, and of all the profits thereof.

Without limitation of any of the legal rights of Assignor as the absolute assignee of the rents, issues, and profits of said Property, and by way of confirmation only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Assignor under the said Note or under the Mortgage above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale thereof, pursuant to any demand of Assignee, Assignor will surrender to the Assignee and Assignee shall be

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SECTION ONE

WHEREAS the Board of Directors of the Cook County Board of Supervisors has determined that it is in the best interests of the County to establish a Board of Health to be known as the Board of Health of Cook County, Illinois, and to have the same organized and governed as provided in this Act, and

WHEREAS the Board of Supervisors has determined that it is in the best interests of the County to establish a Board of Health to be known as the Board of Health of Cook County, Illinois, and to have the same organized and governed as provided in this Act, and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, that the Board of Health of Cook County, Illinois, be and it is hereby organized and governed as provided in this Act, and

SECTION TWO

That the Board of Health of Cook County, Illinois, shall be organized and governed as provided in this Act, and

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entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, as for condition herein, and in Assignee's discretion Assignee may, with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said 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 Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all betterments, repairs, renewals, replacements, alterations, additions, betterments, and improvements, (a) all payments which may be made for taxes, assessments, insurance and other or proper charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct of the business thereof, and such further sums as may be necessary to indemnify 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, to apply any and all moneys so received as follows:

- (1) To the payment of the interest from time to time accrued and unpaid on the said Note, or any renewals, extensions, or substitutions thereof;
- (2) To the payment of any and all other charges secured by or created under the said Mortgage;
- (3) To the payment of the principal of the said Note or any renewals, extensions or substitutions thereof, from time to time remaining outstanding and unpaid;
- (4) To the payment of any other indebtedness of Assignor to Assignee;
- (5) To the payment of the balance, if any, after the payment in full of the several indebtednesses referred to in 1), 2), 3), and 4) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions herein, so long as there shall exist no default in the payment of the indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument created, Assignor shall have the right to collect rents, but not before due, all rents, issues and profits from said Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this instrument covers all of the leases existing all or portions of the said Property.

Concerning said leases, Assignor hereby covenants and agrees to act with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

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The following information is provided for your reference and is not intended to constitute an offer of insurance or any other financial product. The information is provided for informational purposes only and should not be relied upon as a basis for any investment decision. The information is provided for informational purposes only and should not be relied upon as a basis for any investment decision.

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- (1) Cancel or terminate any lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof or accept a surrender of any lease;
- (2) Reduce the rent provided for in any lease; or modify any lease in any way, either orally or in writing; or grant any concession in connection with any lease, either orally or in writing;
- (3) Consent to any assignment of the interest of the tenant in any lease, or to any sub-letting thereof;
- (4) Accept any rent payable under any lease in advance of the time when the rent is payable under the lease; and any of the above acts, if done without the written consent of the Assignee, shall be null and void.
- (5) Permit any lease to come before the Mortgage and shall subordinate all such leases to the lien of the Mortgage.

Concerning each such lease, Assignor further covenants, warrants and represents that, except as heretofore disclosed in writing to Assignee, there are no defaults now existing under any such lease; nor is there any state of facts which will, the giving of notice or lapse of time or both, would constitute a default under any such lease and further that Assignor shall promptly notify Assignee of any notice received by Assignor claiming that a default has occurred under any such lease on the part of Assignee.

Any default on the part of Assignor under any lease shall constitute a default of Assignor under the Mortgage.

This Assignment shall be construed as a contract made with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of any Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this Assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatever to perform any of the covenants, conditions or promises on the part of the Assignor to be performed under any lease which may be entered into concerning the said Property.

If the indebtedness shall be paid in full when or before due and Assignor shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this Assignment shall be null and void and Assignor will, promptly upon Assignee's demand therefor, release and discharge this Assignment.

Any notice, demand, report or other communication required to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the second class (or following) deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Assignor at the address set forth herein or to the Assignee at the Bank's main office set forth above or to such other address as either the Assignor or Assignee notifies the other party in writing.

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The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.


Assignor hereby releases and waives all rights, if any, of Assignor under or by virtue of the Domestic Relations Law of the State of Illinois.

This instrument shall be governed and controlled by the law of the State of Illinois.

FIRST STATE BANK & TRUST COMPANY OF PEAK RIDGE, Trustee, executes this Assignment of Note and Loan as Trustee as aforesaid, by the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the Mortgagee herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness arising hereunder or to perform any covenants either express or implied herein contained, and such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Note and Loan.

FIRST STATE BANK & TRUST COMPANY OF PEAK RIDGE, solely as trustee as aforesaid, and act personally.

By: 
Its Assistant Trust Officer

Attest: 
Its Assistant Trust Officer

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the within and last mentioned instrument, as the same appears from the records of the County Clerk's Office, and that the same is a true and correct copy of the original of the within and last mentioned instrument, as the same appears from the records of the County Clerk's Office, and that the same is a true and correct copy of the original of the within and last mentioned instrument, as the same appears from the records of the County Clerk's Office.

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Subscribed and sworn to before me this _____ day of _____, 19__.

Notary Public for Cook County, Illinois

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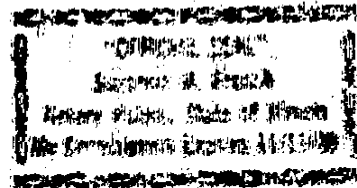
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that Eugene A. Farninger, Assistant Trust Officer, of FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, a corporation, and Tom Cira, Assistant Trust Officer, of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said corporation, as Trustees, for the uses and purposes therein set forth; and the said Assistant Trust Officer did also then and there acknowledge that he, as custodian of the corporation, did affix the said corporate seal or seal of said corporation to instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of February, 1937

Eugene A. Farninger
Notary Public



THIS INSTRUMENT PREPARED BY AND DELIVERED TO:

Eugene A. Farninger, Vice President

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE
607 W. Janna St.
Park Ridge, Ill. 60068

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