

# UNOFFICIAL COPY

CHICAGO, ILL. 60611  
2900 N. LAKE SHORE DRIVE  
S.E. 4205  
MICHAEL ALLEN  
and  
FRANK J. WHITE  
MORTGAGE LENDERS, INC.  
2314 E. 91st ST  
MORTGAGE LENDERS, INC.

(1) This assignment shall not become effective until the occurrence of a "Monetary Default" or "Non-Monetary Default" (as such terms are defined in Mortgage) and

(2) This assignment shall remain in full force and effect until all loans due and owing pursuant to Note, Mortgage and Other Loan Documents (as such terms are defined in Mortgage) (collectively "Indebtedness") shall have been paid in full.

(3) This assignment shall remain in full force and effect until all loans due and owing pursuant to Note, Mortgage and Other Loan Documents (as such terms are defined in Mortgage) (collectively "Indebtedness") shall have been paid in full.

### THIS ASSIGNMENT:

KNOW ALL MEN BY THESE PRESENTS that ELDRORP, INC., an Illinois corporation, and "Assignor", in consideration of the purchase price of ONE DOLLAR (\$1.00), the satisfaction of which is hereby acknowledged, do, subject to the conditions hereof, hereby assign, transfer and set over unto ERIC VAN DER MOER, ("Assignee"), all of the rents, earnings, income, leases and profits now due and which may hereafter become due, payable or collectible ("Rents"), pursuant to or by virtue of any and all leases, licenses or agreements for the use or occupancy of any part of the land and improvements legally described on Exhibit A attached hereto and made a part hereof ("Mortgaged Premises"), which Assignor may have herebefore made, agreed to or hereafter make or agree to or which may be made or agreed to by Assignee pursuant to the power herein granted ("Agreements"). In giving the intention of Assignor to make and establish an absolute transfer and assignment of Rents, Leases and Agreements unto Assignee except as provided below.

### ASSIGNMENT OF RENTS AND LEASES

Tax Nos.: 15-14-203-611-0000  
15-14-203-612-0000  
15-14-203-613-0000

180 South DuSable Road  
Carol Stream, IL 60188

THOMAS I. JOHNSON  
JOHNSON, HEERNA, WHITTAKER &  
AUSTIN P.C.

Address: Des Plaines River  
Mortgage Lenders, Inc.

3792875

PREPARED BY: 4-11-78

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7-1-78  
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WILLIAM J. WHITE

BY: [Signature]

BY: [Signature]

STERN CORP., INC.,  
an Illinois corporation,

IN WITNESS WHEREOF, Assignor has executed this Assignment as of  
this 2 day of May, 1987

Nothing contained herein or in Note, Mortgage and other Loan Documents to the contrary notwithstanding shall be deemed to release, affect or impair independence of the rights of Assignee to enforce its remedies pursuant hereto and to Note, Mortgage and other Loan Documents, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief.

The loan evidenced by Note is a non-recourse obligation of Assignor. This Assignment of Note and Leases is executed by Assignor to secure payment of indebtedness.

Assignor hereby expressly covenants and agrees that if any proceedings instituted to enforce Mortgage are pending during such time as this Assignment remains unperfected, Assignor shall not remove or cause to be removed from mortgaged premises any part of "personal property" (as such term is defined in Mortgage), now or hereafter, or any part of occupancy interests and/or the operation of mortgaged premises, unless Assignor replaces the same with like property owned by Assignor, and Assignor shall not hold Assignor responsible for any damage to personal property.

Any action taken by Assignee pursuant hereto shall not be construed as affecting, in any way, the right of the holder of Note to demand, upon the occurrence of a monetary default or non-monetary default,

if Assignee elects not to take possession of mortgaged premises and act as attorney-in-fact for Assignor, as provided above, nothing herein shall be construed to prevent the institution of foreclosure proceedings, as provided in Mortgage, and, in accordance with the provisions of the Illinois Mortgage Foreclosure Law, Public Act 86-1492, the holder of Note may request that a receiver be appointed to liquidate rents and apply the net proceeds thereof on account of indebtedness.

Indebtedness.

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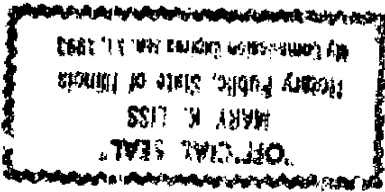


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11/13

My Commission Expires

NOTARY PUBLIC

Mary K. Liss

Given under my hand and notarial seal this 13th day of

May, 1993.

I, Mary Liss, a Notary Public in and for said county, in the state aforesaid, do hereby certify that person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Mary Liss

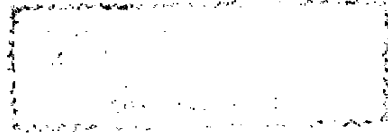
SEAL OF ILLINOIS )  
COUNTY OF COOK )

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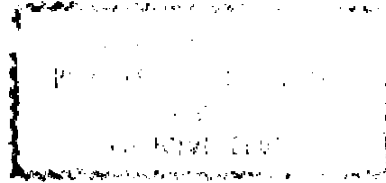
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PARCEL 4  
 LOT 1 IN THE VILLAGE OF MAYWOOD SUBDIVISION, BEING A  
 SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP  
 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
 IN COOK COUNTY, ILLINOIS.

PARCEL 3  
 THE EAST 26.00 FEET OF THE NORTH 72.48 FEET, THE EAST 8.40  
 FEET OF THE SOUTH 74.97 FEET OF THE NORTH 167.43 FEET, AND  
 THE EAST 54.00 FEET OF THAT PART Lying SOUTH OF THE NORTH  
 167.43 FEET, OF LOT 2 IN THE VILLAGE OF MAYWOOD  
 SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF  
 SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD  
 PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2  
 THE SOUTH 110.00 FEET OF THE WEST 157.00 FEET OF LOT 2 IN  
 THE VILLAGE OF MAYWOOD SUBDIVISION, BEING A SUBDIVISION OF  
 THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE  
 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
 ILLINOIS.

PARCEL 1  
 LOT 2 IN THE VILLAGE OF MAYWOOD SUBDIVISION, BEING A  
 SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP  
 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
 IN COOK COUNTY, ILLINOIS.

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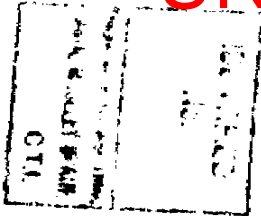
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14/1/93  
RECEIVED

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1985 MAY -8 AM 10:45  
CARRIE MOSELEY BRAUN  
REGISTRAR OF TITLES



ORIGINAL FILED IN  
OF 11-10-89

LAKE

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My Commission expires: 1/1/93

Notary Public  
Mary Ann K. List

I, Mary Ann K. List, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael E. Allen, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered said instrument as his free and voluntary act, for the purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of May, 1989.

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS  
read 05/5-9/26619/1mbdal  
5/3/89