

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, JAMES D. GROOT and SHAREN GROOT, HUSBAND AND WIFE of the VILLAGE of WESTERN SPRINGS, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of THREE HUNDRED THOUSAND AND NO /100 Dollars (\$ 300000.00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL BANK FOR SAVINGS

hereinafter referred to as the Mortgagee, the following described real estate:

That part of Lots 12 and 13 in Block nine in East Hinsdale, being a Subdivision of the East one-half and that part of the East one-half of the Southwest quarter North of the Chicago Burlington and Quincy Railroad in Section 6, Town 38 North, Range 12, East of the Third Principal Meridian, and so much of Sections 31 and 32, Town 39 North, Range 12, East of the Third Principal Meridian as lies South of the Chicago and Naperville Highway and West of the East line of Section 6, Town 38 North, Range 12, East of the Third Principal Meridian, produced North to said Highway, described as follows, to wit: Commencing at a point on the South line of Lot 13 aforesaid 32 feet Westerly from the Southeast corner of said Lot 13, thence Northerly in a straight line 200 feet to a point in the South line of Lot 11 in said Block 9, being 51.4 feet Westerly from the Southwest corner of said Lot 11, thence Westerly on the South line of said Lot 11, 98 feet, thence Southerly in a straight line 200 feet to a point on the South line of said Lot 13, 130 feet Westerly from the Southeast corner of said Lot 13, thence Easterly along South line of said Lot 13, 98 feet to place of beginning, commonly known as 1104 Walnut, Western Springs, Illinois 60558.

Permanent Index #18-06-402-016

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in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall in and of itself constitute a forcible entry and detainer and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 1ST

day of MAY A.D. 19 89

JAMES D. GROOT (SEAL)

SHAREN GROOT (SEAL)

STATE OF ILLINOIS } ss. COUNTY OF Cook

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES D. GROOT and SHAREN GROOT, HUSBAND AND WIFE personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 1ST day of MAY A.D. 1989.

Notary Public

MY COMMISSION EXPIRES SEAL LOUIS J. RICHTER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 4/11/92

3795752 UTD 18-06-402-016

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its
President and its corporate seal to be hereunto affixed and attested by its
Secretary this _____ day of _____, A. D., 19 _____

ATTEST
By _____ Secretary _____ President _____

STATE OF _____ }
COUNTY OF _____ } SS.

I, _____, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT
_____ President of _____

and _____ Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such _____ President, and _____ Secretary, respectively, appeared before me
this day in person and acknowledged that they signed and delivered the said Instrument as their own free and
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;
and the said _____ Secretary then and there acknowledged that _____ as custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, A. D., 19 _____

Notary Public.

~~MY COMMISSION EXPIRES _____~~

CORPORATIONS AND TRUSTEES

THIS INSTRUMENT WAS PREPARED BY RICHARD J. SAHNS
CRAGIN FEDERAL BANK FOR SAVINGS
OF _____ 5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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1986 MAY 18 PM 3 03
INDEXED
MOSELEY BRAUN
SHERMAN & TITUS
REGISTERED TO THE
PROPERTY OF JOHN AS TITUS
COURT REPORTER / BROKER
NOTARY

CAMPBELL TITLE
201 324

NOTARY PUBLIC, STATE OF ILLINOIS
LOUIS J. RICHTER
MY COMMISSION EXPIRES 4/1/92

[Signature]
Notary Public

GIVEN under my hand and Notarial Seal, this 1ST day of MAY, A.D. 1989

as their free and voluntary act, for the uses and purposes therein set forth.
appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument personally known to me to be the same person whose name is subscribed to the foregoing instrument.

SHAREN GROOT, HUSBAND AND WIFE
and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT JAMES D. GROOT and

I, the undersigned, a Notary Public in
STATE OF ILLINOIS
COUNTY OF Cook ss.

JAMES D. GROOT (SEAL) *[Signature]*
SHAREN GROOT (SEAL) *[Signature]*
A.D., 19 89 MAY day of

IN WITNESS WHEREOF, this assignment of rents is excused, sealed and delivered this 1ST day of MAY, A.D., 19 89

and the expense for such attorneys, agents and servants as may be necessary.
It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commission to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may be necessary.
It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commission to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may be necessary.
The undersigned do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name(s) of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned will not do, hereby ratifying and confirming anything and everything that the Mortgagee may do.
The undersigned do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name(s) of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned will not do, hereby ratifying and confirming anything and everything that the Mortgagee may do.
NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.
The undersigned do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name(s) of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned will not do, hereby ratifying and confirming anything and everything that the Mortgagee may do.
It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commission to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may be necessary.
It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commission to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may be necessary.
The Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.
It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.
The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

COMMONLY KNOWN AS: 1104 WALNUT, WESTERN SPRINGS, ILLINOIS 60558
and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, JAMES D. GROOT and SHAREN GROOT, HUSBAND AND WIFE

Assignment of Rents

Loan No. 01-46336-05

895525 5 7 5 2

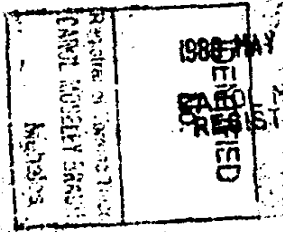
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COOK COUNTY CLERK

BOX 334

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
CRAIG FEDERAL BANK FOR SAVINGS
OF 5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

RECORDED 11/10/88

SECRET D2A SNOTADROMON

MY COMMISSION EXPIRES

Notary Public

GIVEN under my hand and Notarial Seal, this _____ day of _____, A. D., 19____, _____ corporate seal of said Corporation did affix the corporate seal of said Corporation, for the uses and purposes therein set forth. and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that _____ as custodian of the this day in person and acknowledged that they signed and delivered the said Instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and _____ Secretary, respectively, appeared before me and _____ personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, who are _____ Secretary of said Corporation, _____ President of _____

the State aforesaid, DO HEREBY CERTIFY THAT

I, _____ a Notary Public in and for said County, do

STATE OF _____ COUNTY OF _____ } SS.

By _____ Secretary

ATTEST _____ President

Secretary this _____ day of _____, A. D., 19____

President and its corporate seal to be hereunto affixed and attested by its

IN WITNESS WHEREOF, the undersigned, _____, has caused these presents to be signed by its