

UNOFFICIAL COPY

RECORDING REQUESTED BY
Susan Liskey

038783876969

AND WHEN RECORDED MAIL TO

NAME: Midwest Funding Corporation
ADDRESS: 1020 31st Street, #401
CITY & STATE: Downers Grove, IL 60515

Title Order No. CW32813 Escrow No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
Midwest Funding Corporation, an Illinois Corporation

all beneficial interest under that certain Mortgage dated April 27, 1990
executed by Donald R. Kirchhoff and Kathleen T. Kirchhoff, Husband and Wife

to Mortgage Network Services, Inc., an Illinois Corporation

,Mortgagor,
,Mortgagee,
,page
County,

and recorded as Instrument No. 3876968 on 4-30-90 in book
, of Official Records in the County Recorder's office of Cook

Illinois, describing land therein as:

Lot 107 in Ridgewood Homes Subdivision No. 2, a Subdivision in the East 1/2 of
the Northwest 1/4 of Section 19, Township 37 North, Range 13, East of the Third
Principal Meridian, according to Plat thereof Registered in the Office of the
Registrar of Titles of Cook County, Illinois on December 21, 1955 as Document
Number 1641268. ~~XXXXXXXXXXXXXXXXXXXX~~

24-19-127-009-0000

Commonly Known as: 6906 W. 114th Place, Worth, Illinois 60482

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon
with interest, and all rights accrued or to accrue under said Real Estate Mortgage.

STATE OF ILLINOIS
COUNTY OF Cook SS.

Mortgage Network Services, Inc.
an Illinois Corporation

On this 27th day of April, 1990
before me, the undersigned, a Notary Public in and for said State,
personally appeared James A. Ogborn

James A. Ogborn
James A. Ogborn, President

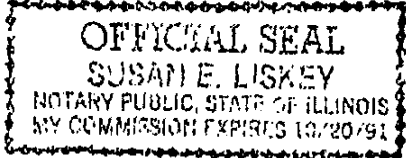
who executed the within instrument as
President, and Leonard Zaretsky

Leonard Zaretsky
Leonard Zaretsky, Vice President

who executed the within instrument as Vice President

Secretary, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the persons who executed the within
instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board of
directors.

Signature *Susan E. Liskey*
Cook County Illinois



Name (Typed or Printed)
Notary Public in and for said State

(This area for official notarial seal)

NOTE IDENTIFIED as legal follows msty

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MS
94503E
IN DUPLICATE

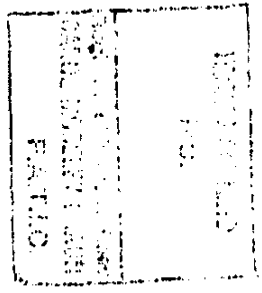
MS

3876969

1990 APR 30 PM 2:05
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

3876969

3876969



Property of Cook County Clerk's Office

First American Title Insurance
Company of the Mid-West
100 North LaSalle Street Suite 400
Chicago, Illinois 60602 750-6780



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This Assignment of Rents has been made, executed and delivered to Assignee in Roselle, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Assignment of Rents shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment of Rents are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment of Rents.

In witness whereof, the undersigned has caused this Assignment of Rents to be signed on the _____ day of _____, 19____.

A _____ Corporation
As Trustee Under A Trust Agreement Dated
March 23, 19 90, and known as
Trust No. 13060 AND NOT PERSONALLY

By _____
Its: _____
ATTEST: _____
Its: _____
By Russell C. Shockey
Its: Vice Pres
By Ruth I. Meyerhofer
Its: App + TC

Property of County Clerk's Office

**STATE OF ILLINOIS

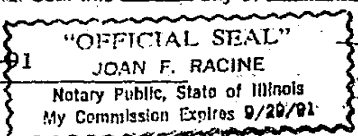
COUNTY OF Cook

I, the undersigned _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Russell C. Shockey Vice President of Harris Bank Roselle, a corporation, and Ruth I. Meyerhofer Assistant Secretary of said corporation,

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also thereon acknowledge that he, as custodian of the corporate seal of said corporation, affixed the said corporate seal of said corporation to said 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 Notarial Seal this 24th day of April, 19 90

My Commission Expires: 9-29-91



Joan F. Racine
NOTARY PUBLIC

***STATE OF ILLINOIS

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are as _____ and _____, respectively, of _____ a _____ corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered 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.

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

My Commission Expires: _____

NOTARY PUBLIC

****STATE OF ILLINOIS

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged to me that _____ he signed and delivered said instrument as his/her own free and voluntary act, for the uses and purposes herein set forth.

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

My Commission Expires: _____

NOTARY PUBLIC

**DELETE IF ASSIGNMENT OF RENTS IS NOT EXECUTED BY A LAND TRUST
**DELETE IF ASSIGNMENT OF RENTS IS NOT EXECUTED BY A CORPORATION
**DELETE IF ASSIGNMENT OF RENTS IS NOT EXECUTED BY INDIVIDUALS

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Trustee, if any, being expressly waived in any manner.

In the event this Assignment of Rents is executed by a corporate land trustee, then this Assignment of Rents is executed by the undersigned, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this Assignment of Rents or the making, issue or transfer thereof, all such personal liability of said

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the above describe Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all of the Liabilities and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues and profits of the Premises, or by the undersigned, or until such time as this instrument may be voluntarily released by Assignee. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the Liabilities are fully satisfied before the expiration of any applicable period of redemption.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns of the undersigned, and any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to Assignee's successors and assigns, including all holders, from time to time, of the aforesaid Note.

It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the above described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted therein.

"Liabilities" means all obligations of the undersigned to Assignee for payment of any and all accounts due under the aforesaid Mortgage, the Note secured by the aforesaid Mortgage and of any indebtedness, or contractual duty of every kind and nature of the undersigned or any guarantor or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise. Liabilities also includes all costs of collection, legal expenses and attorney's fees incurred or paid by Assignee in attempting the collection or enforcement of the aforesaid Note, any guaranty of the aforesaid Note, or any other indebtedness of the undersigned or any guarantor of the aforesaid Note to Assignee or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the aforesaid Note. Liabilities includes all of the indebtedness or contractual duties of partnerships to Assignee created or arising while the undersigned or any guarantor of the aforesaid Note to Assignee or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the aforesaid Note. Liabilities includes all of the indebtedness or contractual duties of partnerships to Assignee created or arising while the undersigned or any guarantor of the aforesaid Note may have been or may be a member of those partnerships.

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to so pay the same.

- (d) To the payment of any Liabilities (first to interest and then to principal).
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Premises, including the cost from time to time of installing, replacing, repairing, gas or electric appliances therein, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable.
- (b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises.
- (a) To the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to a state and Assignee's agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), to establish reserves for claims for damages, if any, and premiums on insurance hereinabove authorized;

Assignee, in the exercise of the rights and powers conferred upon Assignee by this Assignment of Rents, shall have full power to use and apply the avals, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises, and the undersigned shall and does hereby agree to indemnify and hold Assignee harmless in and from any and all liability, loss or damage which Assignee may or might incur under any such leases or agreements or under or by reason of the assignment thereof and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation, or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements or in the defense of any claims or demands arising prior to Assignee taking possession of the Premises. The undersigned hereby agrees to reimburse Assignee upon demand for any amount due Assignee by reason of this paragraph, including costs, expenses and legal fees incurred by Assignee.

In any case in which under the provisions of the Mortgage made by the undersigned in favor of Assignee recorded immediately prior to this Assignment of Rents, Assignee has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods, if any, whether before or after institution of legal proceedings to foreclose the lien thereon, and may exercise the undersigned's agents or servants, wholly in their own name and under the power herein granted, hold, operate, manage and control the Premises and conduct the business of the Premises, together with all the documents, books, records, papers and accounts of the undersigned, or then owner of the Premises relating to the Premises, and may include the undersigned's agents or servants, wholly in their own name and under the power herein granted and control the business of the Premises and conduct the business of the Premises, if any, thereof either personally or by Assignee's agents or attorneys, with full power to use such measures, legal or equitable, as in Assignee's discretion or in the discretion of Assignee's successors or assigns may be deemed proper or necessary to enforce the payment of the aforesaid Mortgage or subordinated to the lien thereof. The undersigned hereby grants Assignee the full power and authority to make necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious to Assignee, in Assignee's discretion. The undersigned hereby grants Assignee the full power and authority to incur and retain the Premises for all risks, incidental to Assignee's possession, operation and management thereof and to receive all such avals, rents, issues and profits.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon Assignee herein until and unless a default shall occur in the performance or observance of any of the representations, warranties, promises, terms, conditions or agreements of any instrument now or at any time securing the Liabilities and nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under any other instrument which secures or is delivered in connection with the Liabilities.