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FORM 4111

DOCUMENT NO.

STATUTORY FEDERAL TAX LIEN SEARCH

PRESENT PARTIES IN INTEREST:

Arthur E. Golden

DATE OF SEARCH:

5-22-91

785730

4-25-90

RESULT OF SEARCH:

EC06-22-5

INTENDED GRANTEEES OR ASSIGNEES:

RESULT OF SEARCH:

IDENTIFIED
No.
SEARCHED
INDEXED
SERIALIZED

Property of Cook County Clerk's Office

This instrument was prepared by: JAMES F. MESSINGER & CO., INC., 5161-67 West 111th Street, Worth, Illinois 60482

ADDRESS OF PROPERTY: 10726 South McVicker Avenue, Chicago Ridge, Illinois 60415

OFFICIAL SEAL CHRISTINE J. ERHARDT Notary Public, State of Illinois My Commission Expires 10/3/81

Signature of Erhardt Notary Public

Given under my hand and Notarial Seal this 20th day of April, A.D., 1990

CHRISTINE J. ERHARDT, a Notary Public in and for the County and State of Cook, Illinois, do hereby certify that the foregoing instrument, as such officers, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and that the said ASST. SECRETARY did also then and there acknowledge that he, as Custodian of the Seal of said Corporation, did affix the Corporate Seal to said instrument, as his own free and voluntary act of said Corporation for the uses and purposes therein set forth.

STATE OF ILLINOIS) COUNTY OF COOK

DEBORAH A. JUDK, Vice President and ASST. Secretary

JAMES F. MESSINGER & CO., INC.

IN WITNESS WHEREOF, the said JAMES F. MESSINGER & CO., INC., has caused this instrument to be executed by CHRISTIA M. SOLTIS, its VICE President, and, attested by DEBORAH A. JUDK, its ASST. Secretary and its Corporate Seal to be hereunto affixed this 20th day of April, A.D., 1990

together with said Note therein described and the money due, or to become due thereon, with interest, subject to the provisions of the said Mortgage.

PERMANENT TAX NO: 28-1/-302-019

LOT 12 IN BLOCK 4 IN WARREN J. PETERS' ADDITION TO RIDGELAND GARDENS IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, 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, AS DOCUMENT NUMBER 1450983

3882739

Dated APRIL 20, 1990, and recorded in the Recorder's Office of Cook County, Illinois, as Document No. LR3875675 conveying:

ARTHUR F. GOLDEN, JR., A BACHELOR

a certain Mortgage executed by:

COMMERCIAL FEDERAL MORTGAGE CORPORATION

KNOW ALL MEN BY THESE PRESENTS: That JAMES F. MESSINGER & CO., INC., as a Corporation organized under and by virtue of the laws of Illinois, of Worth, Illinois, for VALUE RECEIVED, sells, assigns, transfers and sets over unto

ASSIGNMENT OF REAL ESTATE MORTGAGE

3882739

Super U-M 51228140

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2
1480214
N.I.D.

3882739

1993 MAY 22 PM 2:39
CAROL HOSTETTER
REGISTERAR OF TITLES

REGISTERED TO CAROL ROSENBERG
IDENTIFIED NO.

3882739

AMERICAN TITLE & TRUST CO. OF ILLINOIS
120 WEST MADISON
CHICAGO, ILLINOIS 60601
TELEPHONE 92

51228140

443-752-6345

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- (i) attached as Exhibit "B" is a schedule of all leases existing as of the present date with respect to the Premises or part thereof (the "current leases"); all amendments to the current leases are designated on the aforesaid schedule; the undersigned is the sole owner of the entire lessor's interest in the current leases;
- (ii) no default exists on the part of the lessor or lessee named in the current leases, or their successors and assigns, under the terms, covenants, provisions or agreements therein contained and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the current leases;
- (iii) the current leases are valid and enforceable in accordance with their terms and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;
- (iv) if any of the current leases provides for the abatement of rent during repair of the demised premises by reason of fire or other casualty, the undersigned shall furnish rental insurance to Mortgagee in amount and form and written by insurance companies as shall be satisfactory to Mortgagee;
- (v) the undersigned shall not hereafter terminate, modify or amend any of the current leases or any of the terms thereof without the prior written consent of Mortgagee and any attempted termination, modification or amendment of said leases, or any one of them, without such written consent shall be null and void;
- (vi) the undersigned or the beneficiaries of the undersigned shall perform all of the undersigned's covenants and agreements as lessor under each of the current leases and shall not suffer or permit to occur, any release of liability of the lessee therein, or any right of the lessee therein to withhold payment of rent;
- (vii) if so requested by the Mortgagee after default under the current leases, the undersigned or the beneficiaries of the undersigned shall enforce any one or several of the current leases and all remedies available to the undersigned against the lessee therein named.

Nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the mortgagee, all such liability being expressly waived and released by the undersigned.

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The undersigned further agrees to execute and deliver immediately upon the request of the Mortgagee, all such further assurances and assignments in the Premises as the Mortgagee shall from time to time reasonably require.

Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless one of the following events shall occur, which shall constitute Events of Default hereunder: default shall be made in payment of interest or principal due under the note of default shall occur in performance or observance of any of the agreements or conditions in the Mortgage or default shall be made in the performance or observance of any of the conditions or agreements hereunder or a default in any instrument now or at any time securing the Note or the debt evidenced thereby or by any extension thereof, and, in each instance, all applicable grace periods, if any, shall have expired, and nothing herein contained shall be deemed to effect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instrument herein mentioned.

In any case in which under the provisions of the Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof before or after sale thereunder, forthwith, upon demand of the Mortgagee, the undersigned agrees to surrender to the Mortgagee and the Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, the mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned or then owner of the Premises relating thereto, and may exclude the undersigned, its agents or servants, wholly therefrom and may as attorney in fact or agent of the mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits in forceable detainer and actions in distress of rent hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary to proper repairs, decorating, renewals, replacements, alterations, additions, betterment and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

The Mortgagee in the exercise of the rights and powers conferred upon it by this assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

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(a) To the payment, of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its 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), establish claim for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will in the reasonable judgment of the Mortgagee, make it readily rentable;

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned further specifically and irrevocably authorizes the instructs each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rent agreed upon in any tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

It is understood and agreed that the provisions set forth in the assignment herein shall be deemed a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any instrument securing the Note, all of which remedies shall be enforceable concurrently or successively.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns (including successors by consolidation) of the undersigned, and any party or parties holding any right, title or interest in the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigns, including all holders, from time to time, of the Note.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the 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 indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by the undersigned, or until such time as this instrument may be voluntarily released. 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 indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

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This Assignment is executed by THE FIRST BANK OF OAK PARK, U/T/A
12484, DATED 01/10/83,

IN WITNESS WHEREOF, the undersigned has executed this
Assignment as of the 17TH day of MAY, 19 90.

XBYX

THE FIRST BANK OF OAK PARK, U/T/A
#12484, DATED 01/10/83

BY:

[Signature]
XBERNARD MICHAEL Vice-Pres. & Trust Officer

ATTEST:

[Signature]
ASSISTANT SECRETARY

The instrument is executed by THE FIRST BANK OF OAK PARK, U/T/A, Trustee of the [unclear] conditions of the [unclear] FIRST BANK OF OAK PARK, U/T/A, by [unclear] of the [unclear] of the [unclear] covenants, stipulations, conditions or warranties contained in the instrument.

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EXHIBIT "A" -- LEGAL DESCRIPTION TO THAT CERTAIN
ASSIGNMENT OF LEASES AND RENTS, DATED MAY 17, 1990
BY AND BETWEEN THE FIRST BANK OF OAK PARK, U/T/A #12484, DATED 01/10/83 AND
AND CHICAGO TITLE AND TRUST COMPANY, (TRUSTEE)

ARACAN MORGAN

THE WEST 37 FEET 5 3/8 INCHES OF LOT 21, THE WEST 37 FEET 5 3/8
INCHES OF LOT 22, THE WEST 37 FEET 5 3/8 INCHES OF LOT 23, AND
THE WEST 37 FEET 5 3/8 INCHES OF LOT 24 IN LEWIS AND BARNES'
SUBDIVISION OF BLOCK 13 IN SALISBURY'S SUBDIVISION OF THE EAST
1/4 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. #16-05-428-040-0000 VOL. 547

5740-44 WEST CHICAGO AVENUE
CHICAGO, ILLINOIS

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3882731

PREPARED BY:

ROBERT E. BENNETT
19 SOUTH LASALLE, SUITE 301
CHICAGO, ILLINOIS 60603
(312)236-3309
ATTORNEY I.D. #24357

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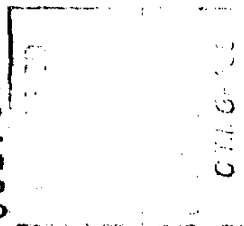
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3/12/23
IN DUPLICATE

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AROL MOORE & BRADY
REGISTRAR OF TITLES
300 MAY 22 PM 2:23

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COOK COUNTY CLERK
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