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4000582

ASSIGNMENT OF RENTS

from

HARRY F. DUBBS AND JANICE M. DUBBS, HIS WIFE

to

COUNTRYSIDE BANK

Dated as of OCTOBER 2, 1991

4000582

This instrument prepared by  
and to be returned after  
recording to:

John M. Tofano  
Countryside Bank  
1190 S. Elmhurst Rd  
Mt. Prospect, IL 60056

51274793

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## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF LOT 5 IN THE SUBDIVISION OF JOSEPH A. BARNES' FARM IN SECTION 9, 15 AND 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 5, 177.23 FEET TO THE CENTER LINE OF ARLINGTON HEIGHTS ROAD; THENCE SOUTHWESTERLY ALONG THE CENTER LINE OF SAID ARLINGTON HEIGHTS ROAD 88.51 FEET; THENCE WESTERLY 227.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 5, WHICH IS 121.73, MEASURED ALONG SAID WEST LINE FROM THE PLACE OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID WEST LINE, 121.73 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 1638 S. ARLINGTON HEIGHTS ROAD  
ARLINGTON HEIGHTS, IL 60005

P.I.N.: 08-09-400-058

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## ASSIGNMENT OF RENTS

This Assignment of Rents is made this 2nd day of October, 1991, by and between Harry F. Dubbs and Janice M. Dubbs, his wife, (hereinafter referred to as "Assignor/Borrower"),

WITNESS:

WHEREAS, Assignor in order to secure an indebtedness in the principal sum of Three Hundred Ninety-Six Thousand Dollars and No/100 Dollars (\$396,000.00) executed a Mortgage of even date herewith (the "Mortgage"), mortgaging to Countryside Bank (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "premises"); and

WHEREAS, the Mortgagee is the holder of the Mortgage and the Note of the Borrower of even date herewith secured thereby; and

NOW, therefore, the Assignor/Borrower, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Mortgage, and in consideration of the sum of Ten (\$10.00) Dollars to the Assignor/Borrower in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, and transfer unto the Mortgagee all the rents, issues, deposits, and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use, sale, or occupancy of the premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases or escrow agreements pertaining thereto and agreements (said contract, escrow agreements, and agreements shall hereinafter collectively be referred to as "Agreements" and any individual contract, escrow agreement, or agreement shall hereinafter by referred to as "Agreement"), and all the avails thereof, to the Mortgagee, and the Assignor/Borrower does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises), to rent, lease, let, or sell all or any portion of said premises to any party or parties at such price and upon such terms, in its discretion as it may determine, and to collect all of said avails, rents, issues, deposits, and profits arising from or accruing at any time hereafter, and all ow due, or that may hereafter become due under each and all of the said leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and of recourse and indemnity as the Mortgagee would

*Harry F. Dubbs*

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have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

The Assignor/Borrower represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Assignor/Borrower. The Assignor/Borrower waives any right of set off against any person in possession of any portion of the premises. Assignor/Borrower agrees that it will not assign any of the rents, profits, or deposits except to the purchaser of grantee of the premises;

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 the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Assignor/Borrower.

The Assignor/Borrower further agrees to assign and transfer to the Mortgagee all future leases and Agreements upon all or any part of the premises and 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 require.

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 hereby until and unless a default shall occur in the payment of interest or principal due under the Note secured by the Mortgage or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing said Note or the debt secured or evidenced thereby or by any extension thereof and any such default is not cured within the applicable cure period and nothing herein contained shall be deemed to affect 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 provision 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, or before or after sale thereunder, forthwith, upon demand of the Mortgagee, the Assignor/Borrower 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

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its agents or attorneys, and Mortgagee in its discretion may enter upon and take and maintain possession of any or any part of said premises, together with all the documents, books, records, papers, and accounts of the Assignor/Borrower or then owner of the premises relating thereto, and may exclude the Assignor/Borrower, its agents or servants, wholly therefrom and may, as attorney in fact or agent of the Assignor/Borrower, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage, and control the premises 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, deposits, and profits of the premises, including actions for the recovery of rent, actions in forcible 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, without notice to the Lessor/Assignor, and with full power to cancel or terminate any lease, sublease, or Agreement for any cause or on any ground which would entitle Assignor/Borrower to cancel the same, to elect to disaffirm any lease, sublease, or Agreement made subsequent to the Mortgage or subordinated to the lien thereof, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises that are reasonably necessary to, in its discretion, 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, deposits and profits.

Prior to taking possession of the premises, the Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability under any leases or agreements relating to said premises, and the Assignor/Borrower shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss, or damage which it may or might incur under any leases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or conditions contained in said leases or agreements. Should the Mortgagee incur any such liability, loss or damage under said leases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands, the Assignor/Borrower agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses, and reasonable attorney's fees, immediately upon demand.

The Mortgagee, in the exercise of the rights and powers conferred upon it by this Assignment of Rents, shall have full power to use and apply the avails, rents, issues, deposits, and profits of the premises to the payment of or on account of the

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following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of said premises, including cost of management, sale, 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 or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), 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 said premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said premises in such condition as will, in the reasonable judgment of the Mortgagee, make it readily rentable or saleable;

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

(e) Any excess to the Assignor/Borrower.

The Assignor/Borrower does further specifically authorize and instruct each and every present and future lessee or purchaser of the whole or any part of the premises to pay all unpaid rental or deposits agreed upon in any lease or Agreement to the Mortgagee upon receipt of demand from said Mortgagee to so pay the same.

It is understood and agreed that the provisions set forth in this Assignment of Rents herein shall be deemed as 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.

Whenever the word "Assignor/Borrower" 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 Assignor/Borrower, and any party or parties holding title to the premises by, through, or under the Assignor/Borrower. All of the rights, powers, privileges, and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the



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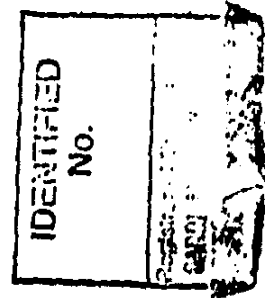
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*[Handwritten signature]*  
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1991 OCT -3 AM 10: 25  
CAROL ROSELEY BRAUN  
REGISTRAR OF TITLES

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INTERCOUNTY TITLE CO. OF ILLINOIS  
120 WEST MADISON  
CHICAGO, ILL. 60602  
BOX 97

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