

UNOFFICIAL COPY

a corporation organized and existing under the laws of the UNITED STATES of AMERICA
not personally but as trustee under the provisions of a Deed or Deeds in trust
duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated January 18,
1988, and known as trust number 88-387, in order to secure
an indebtedness of FOUR HUNDRED TWENTY-EIGHT THOUSAND AND NO/100 Dollars

(\$428,000.00) Executed a mortgage of even date herewith, mortgaging to MID-CITY NATIONAL BANK OF CHICAGO,
(Formerly Known As DAMEN NATIONAL BANK FOR SAVINGS)

the following described real estate: Lots 1 and 2 in Block 6 in Cobe & McKinnon's 63rd Street and
Kedzie Ave. Subdivision of the West 1/2 of the Southwest 1/4 of Section 13, Township 38 North,
Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
Parcel 1: 6000-4 S. Albany, Chicago, IL 60629 Permanent Index #19-13-309-020
Parcel 2: Lots 1 & 2 in Block 2 in Rand's Subdivision of the Southwest 1/4 of the Northeast 1/4
of the Northwest 1/4 of Section 8, Township 38 North, Range 14 East of the Third Principal
Meridian in Cook County, IL #4800 S. Ada, Chgo, IL 60609 Permanent Index #20-08-112-026
and, whereas, DAMEN FEDERAL BANK FOR SAVINGS is the holder of
said mortgage and the note secured thereby.

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said
transaction, the undersigned STATE BANK OF COUNTRYSIDE DEPT-01 RECORDING \$23.00
hereby assigns, transfers and sets over unto DAMEN NATIONAL BANK DEPT-10 PENALTY \$20.00
herein referred to as the Association, and/or its successors and assigns, all the rents now due 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 be made or agreed to by the Association
under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment
of all such leases and agreements and all the avails hereunder unto the Association and especially those certain
leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the
management of said property, and do hereby authorize the Association 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 names 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 might do, hereby ratifying and confirming anything and everything that the said Association may
do.

It is understood and agreed that the said Association 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 said Association, 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 understood and agreed that the Association 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.
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 Association 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 Association shall have been fully paid, at which time this assignment
and power of attorney shall terminate.

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

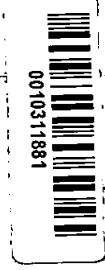
This assignment of rents is executed by STATE BANK OF COUNTRYSIDE
not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such
Trustee (and said STATE BANK OF COUNTRYSIDE hereby
warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that
nothing herein or in said note contained shall be construed as creating any liability on the said STATE BANK OF COUNTRYSIDE

Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing
hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly
waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as

STATE BANK OF COUNTRYSIDE, either individually or as
Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of
any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the
enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal
liability of the guarantor, if any.

IN WITNESS WHEREOF, STATE BANK OF COUNTRYSIDE ***ASSIGNMENT OF RENTS BEING RE-RECORDED
WITH MORTGAGE TO BE REINSTATED. RELEASED IN ERROR, AS TO PARCEL 1 (PIN 19-13-309-020 Only)
not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and

its corporate seal to be hereunto affixed and attested by its Secretary, this 3rd day of
June, A. D. 1997
ATTEST *Joseph Nickerson* Secretary of Countryside stamped on the reverse side hereof, is hereby expressly made a part hereof.
A.V. President



Ken 30

97029760

Box ~~333-677~~

Assignment of Rents

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STATE BANK OF COUNTRYSIDE, AS
TRUSTEE UNDER TRUST AGREEMENT
DATED JANUARY 18, 1988 AND
KNOWN AS TRUST NO. 88-387

TO

DAMEN FEDERAL BANK FOR SAVINGS N/K/A
DAMEN NATIONAL BANK N/K/A

THE MID-CITY NATIONAL BANK
7022 WEST CERMAK ROAD
SUITE 201
NORTH RIVERSIDE, IL 60546

Loan No. ~~DR-10970-6~~

MAIL TO:

~~DAMEN NATIONAL BANK
5100 SOUTH DAMEN AVE.
CHICAGO, IL 60609~~

THE MID-CITY NATIONAL BANK
7222 WEST CERMAK ROAD
SUITE 201
NORTH RIVERSIDE, IL 60546
Attn: *Suzanne M. Benson*



97408335

NOTE: EXONERATION CLAUSE
This Note is executed by State Bank of Country Side, not personally, but as trustee as authorized in the instrument of power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed by each original and successive owner of holder of this Note that nothing herein confers that be construed as created any personal liability on State Bank of Country Side to pay this Note or any interest that may accrue hereunder all such liability, if any, being expressly waived, and that any receipt of or this Note or on the Maturity Given to secure its payment shall be solely against the grantor of this Note and shall not be a discharge by or in favor of the trustee in any way of the payment of any debt or obligation of the grantor or holder of this Note. The Note is not a security instrument, and the grantor or holder of this Note shall not be deemed to have granted the trustee in any way of the payment of any debt or obligation of the grantor or holder of this Note. The Note is not a security instrument, and the grantor or holder of this Note shall not be deemed to have granted the trustee in any way of the payment of any debt or obligation of the grantor or holder of this Note. The Note is not a security instrument, and the grantor or holder of this Note shall not be deemed to have granted the trustee in any way of the payment of any debt or obligation of the grantor or holder of this Note.

This document was prepared by
FAUSTINA DAVIS
DAMEN NATIONAL BANK
5100 S. Damen Ave./Chicago, IL 60609-5698

MARTHA A CZARNIK-THOMPSON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. MAY 17, 1999

STATE OF ILLINOIS }
COUNTY OF } SS.
I, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT SUSAN L. JUZI, Asst. Vice Pres.
STATE BANK OF COUNTRYSIDE
....., and
JOAN MICKA, Asst. Trust Officer
....., who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument 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, as Trustee as aforesaid for the uses and purposes therein set forth; and the
Secretary then and there acknowledged that as custodian of the corporate seal
of said corporation, did affix said seal to said instrument as own free and voluntary act and as the
free and voluntary act of said corporation, as Trustee as aforesaid, 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