Loan No. <u>11-507588-2</u>

UNOFFICIAL COPERTY 7768

2002-04-08 12:22:59

Cook County Recorder

23.50

THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:

BARBARA J. NEHR

CENTRAL FEDERAL SAVINGS AND LOAN

ASSOCIATION OF CHICAGO

1601 W. BELMONT AVE.

CHICAGO, IL 60657



## Assignment of Rents

FOR CORPORATE TRUSTEE

## CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

LOTS 29 AND 30 IN STAFFORD-AND FRANKEL'S-SUBDIVISION OF BLOCK 7 IN CLARK'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4700-02 N. DRAKE AVE./3542-44 W. LELAND AVE., CHICAGO, IL 60625

P/R/E/I #13-14-200-027-0000

and, whereas, said Mortgagee 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 corporate trustee hereby assigns, transfers, and sets over unto said Mortgagee, 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 hereofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee 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 Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the said 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 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 Mortgagee may do.

It is understood and agreed that the said 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 said 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.

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

This assignment of rents is executed by said corporation 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 corporation 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 biddity on the said corporation, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may across 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 hereinder, and that so far as said corporation, 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 premis a nereby 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 signed by its	S WHEREOF, the undersigned corp tration, 1	President, and	its corporate	e seal to be hereunto aff	fixed and attested by its
	Secretary, this	25 <sup>TH</sup>	day of	FEBRUARY	, A.D., 20 <u>02</u> .
ATTEST:	Attestation not required by LaSaile Bank National Association Bylaws	AM RICAN SOLELY AS AND KNOW By:	NATIONAL I	BANK AND TRUST COMP IDER TRUST AGREEMEN NO. 18406-01 AND NO	T DATED MAY 22, 1989
	Secreta	агу	$(//)^{-1}$	222	7. V/22 1105140111
COUNTY O		ndersigned, a N	otary Public	in and for said County	in the State aforesaid,
President of	****LASALLE BANK NATIONAL ASSOCIATION	, SUCCESSOR TR	USTEE TO A	MERICAN NATIONAL BA	NK AND TRUST
COMPANYO	DE CHICAGO**** a national banking ass	ociation, and	_	, p	ersonally known to me
are subscribe they signed a to be affixed	Secretary of said corpord to the foregoing instrument, appeared before and delivered the said instrument as such Offithereto, pursuant to authority, given by the Bo voluntary act and deed of said corporation, for	oration, and perse e me this day in icers of said corports ord of Directors	sonally know person and poration and of said cor	wn to me to be the sam severally acknowledged d caused the corporate poration as their free an	e persons whose names d that as such Officers, seal of said corporation
GIVEN unde	er my hand and Notarial Seal, this 25th	day of	Febr	uary	, A.D., 20 <u>02</u>
	OFFICIAL SEAL JUDITH H PENZEL NOTARY PUBLIC, STATE OF ALIMOIS MY COMMISSION EXPIRES:01/08/06	2 of 2	Ju	Lill Her Notary Public	zel