## JNOFFICIAL COPY

LOAN NO. 11-507942-

THIS INSTRUMENT WAS PREPARED BY AND MAIL TO: SUSAN M. ARQUILLA CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO 1601 W. BELMONT AVE. CHICAGO, IL 60657



0810045038 Fee: \$38.50 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 04/09/2008 09:53 AM Pg: 1 of 2



## Assignment of Rents

FOR CORPORATE TRUSTEE

***CHICAGO TITLE LAND TRUST COMTANY, SUCCESSOR TRUSTEE TO LASALLE BANK NATIONAL	L Association***
a corporation organized and existing units, the laws of the STATE OF ILLINOIS	, not personally but as
Trustee under the provisions of a Deed o Leeds in trust duly recorded and delivered to the	e undersigned in pursuance of a Trust
Agreement dated JANUARY 24, 1978, and known as Trust Number ***53649***	_, in order to secure an indebtedness of
***THREE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100***	_DOLLARS (\$ <u>***375,000.00***</u> _),
executed a mortgage of even date herewith, mortgaging ic	

## CENTRAL FEDERAL SAVING AND LOAN ASSOCIATION OF CHICAGO

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

THE NORTHERLY 25 FEET OF LOT 7 IN WILLIAM BAR? Y'S SUBDIVISION OF BLOCK 4 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES THAT PART THEREOF DEDICATED OR USED FOR ALLEY PURPOSES), IN COOK COUNTY, ILLINOIS. Clerts

COMMONLY KNOWN AS: 2326 N. CLARK ST., CHICAGO, IL 60614

P/R/E/I: #14-33-105-027-0000

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 irracaction, the undersigned corporate trustee hereby assigns, transfers, and sets over unto said Mortgagee, and/or its successors and assigns, ill 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 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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urther understood and agreed, that in the event of the exercise of this assignment, the u

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 under-signed 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 nability on the said corporation, either individually or as 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 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 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 enforc; the personal liability of the guarantor, if any.

signed by its_	Secretary, this					nto affixed and attested by its, A.D., 20 <u>08</u> .	
		T		•			
		***CHICAGO TITLE LAND TRUST COMPANY, SUCCESSOR					
	TRUSTEE TO LASALLE BANK NATIONAL ASSOCIATION Solely as Trustee as aforesaid and not person						
ATTEST:							
					,		
	passured to corporate by taxe.		В	/: <del>-</del>	· Smith	<i>t</i>	
		Secretary	•			President	
				C			
STATE OF:	ILLINOIS } SS.				TA		
COUNTY OI	,				0,		
COUNTIO	. COOK				<i>O</i> ,		
						<b>)</b> ;.	
I,		the unders	igned, a l	Notary Public i	n and for said Co	purty, in the State aforesaid,	
	CERTIFY THAT				lmaxim to ma to h	on the ASST. VINE	
DO HEREBY	***CHICAGO TITLE LAND TRUST COMP	ANY SUCC	ESSOR TE	, personally	ALLE BANK NATIONAL	on al. Association***	
a corporation		AN1, SUCC	ESSON IF	ersonally kno	wn to me to be the	0.7711710000171101	
Secretory of	said corporation, and personally known	n to me to	be the s	ame persons	whose names are	subscribed to the foregoing	
instrument, at	preared before me this day in person and	l severally	acknowle	dged that as su	ich Officers, they	signed and delivered the said	
instrument as	such Officers of said corporation and	caused the	corporat	e seal of said	corporation to be	e affixed thereto, pursuant to	
authority, giv	en by the Board of Directors of said corp	oration as	their free	and voluntary	act, and as the fr	ee and voluntary act and deed	
of said corpo	ration, for the uses and purposes therein	set form.					
GIVEN unde	r my hand and Notarial Seal, this <i>&amp;[</i>	ST	day o	f <u>M</u> A	RCH	, A.D., 20 <u>08</u>	
_				_	2 4		
	"OFFICIAL OF ALB					19.	
	"OFFICIAL SEAL" LYNDA S. BARRIE		_	dim	le S.	Same	
	Notary Public. State of Ulingia				Notary P	ublic	

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My Commission Expires 04/27/10