

UNOFFICIAL COPY

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KNOW ALL MEN BY THESE PRESENTS, that whereas.....
 Chicago Title Land Trust Company, as trustee.....
 a corporation organized and existing under the laws of the State of Illinois.....
 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 November 2, 2008
 and known as trust number 8002352033, in order to secure
 an indebtedness of One Hundred Thousand and no/100ths Dollars
 (\$100,000.00) Executed a mortgage of even date herewith, mortgaging to

Loomis Federal Savings and Loan Association

the following described real estate: **LOT 38** in Alpine Gardens First Addition, being a subdivision of
LOTS 3 and the North 1/2 of **LOT 4** in County Clerk's Division of the East 1/2 and the Southeast 1/4 of
 Section 3, Township 37 North, Range 12, East of the Third Principal Meridian, (said North 1/2
 of **LOT 4** being the North 1/2 of the North 1/2 of the Southeast 1/4 of the Southeast
 1/4 of said Section 3 in Cook County, Illinois. PIN: 23-03-417-008-0000- PROP: 8840 W 93rd ST.

and, whereas, Loomis Federal Savings and Loan Association Hickory Hills, IL 60457
 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
 hereby assign, transfer, and set over unto

Loomis Federal Savings and Loan Association
 hereinafter 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 Chicago Title Land Trust Company, as trustee
 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 Chicago Title Land Trust Company, as trustee 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

Chicago Title Land Trust Company, as trustee
 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

Chicago Title Land Trust Company, as trustee, 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, Chicago Title Land Trust Company



6019638
 TICOR TITLE

not personally but as Trustee as aforesaid, has caused these presents to be signed by it Doc#: 0934408040 Fee: \$62.00
 Eugene "Gene" Moore RHSP Fee: \$10.00

its corporate seal to be hereunto affixed and attested by its Cook County Recorder of Deeds
 Date: 12/10/2009 03:09 PM Pg: 1 of 3

Chicago Title Land Trust Company
 Trustee as aforesaid and not personally

ATTEST Secretary **SEE ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE** President

Box _____

Assignment of Rents

Chicago Title Land Trust Company

as trustee, u/t/a dated 11-02-2008,

Tr. No. #8002352033

TO

Loomis Federal Savings and Loan Association

UNOFFICIAL COPY

Loan No. 0111007319

MAIL TO:

LOOMIS FEDERAL SAVINGS
6350 W 63RD STREET
CHICAGO IL 60638-5095

O. K. Press, Chicago

THIS INSTRUMENT WAS PREPARED BY
MARGARET R. STACHON
6350 WEST 63RD STREET
CHICAGO, ILLINOIS 60638

Property of Cook County Clerk's Office

STATE OF ILLINOIS }
 COUNTY OF _____ } SS.
 I, _____, a Notary Public, in and for said County, in the State aforesaid,
 DO HEREBY CERTIFY, THAT _____
 Chicago Title Land Trust Company
 _____, and
 Secretary of said corporation, 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
 said _____ 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____
 My Commission Expires _____
 Notary Public

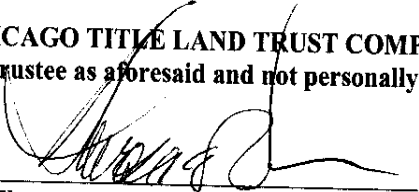
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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 8002352033 ATTACHED TO AND MADE A PART OF THAT ASSIGNMENT OF RENTS WITH LOOMIS FEDERAL SAVINGS & LOAN ASSOCIATION

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

December 1, 2009

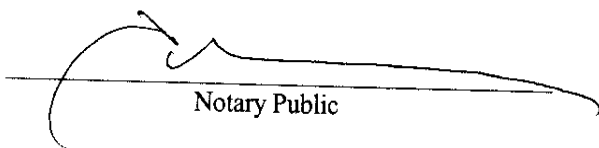
CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally.

By: 
Theresa DeVries,
Assistant Vice President

State of Illinois
County of Cook SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on December 1, 2009.


Notary Public

