

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, that whereas, FIRST BANK OF OAK PARK

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 MARCH 13TH, 1975
and known as trust number 10458, in order to secure
an indebtedness of ONE HUNDRED FIFTY THOUSAND AND NO/100 - - - - - Dollars
150,000.00
(\$.....) Executed a mortgage of even date herewith, mortgaging to

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COMMUNITY SAVINGS BANK
the following described real estate: Lot Six (6) (except the East Four (4) feet thereof) and all of
Lot Seven (7) in Block Two (2) in Volk Brother's Mahler Estates, being a Subdivision in the
North West Quarter (NW $\frac{1}{4}$) North and South of the Indian Boundary Line of Section Twenty-Four
(24), Township Forty (40) North, Range Twelve (12), East of the Third Principal Meridian,
in Cook County, Illinois;

Permanent Index Numbers: ~~10-24-101-001, lot 6 and 12-24-101-001, lot 7.~~
Property commonly known as: 7655 W. Irving Park Road - Chicago, Il. 60634.

and, whereas, COMMUNITY SAVINGS BANK 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, FIRST BANK OF OAK PARK

THIS INSTRUMENT ATTACHED UNDER
PLATE NO. 1100 OF
SAID BANK OF OAK PARK
CHICAGO, ILLINOIS U.S.A.

11.00

hereby assign, transfer, and set over unto COMMUNITY SAVINGS BANK

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 FIRST BANK OF OAK PARK
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 FIRST BANK OF OAK PARK 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 FIRST BANK OF OAK PARK
FIRST BANK OF OAK PARK, 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
FIRST BANK OF OAK PARK, 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, FIRST BANK OF OAK PARK
not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and
its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 22nd day of
September, A. D. 1983.

ATTEST Deane S. Eggers
Assistant Secretary

By [Signature] Vice President
As Trustee as aforesaid and not personally

85 233 305

Box 330

Assignment of Rents

FIRST BANK OF OAK PARK,
TR# 10458

7655 WEST IRVING PARK ROAD

CHICAGO, ILLINOIS 60634

Made TO,

COMMUNITY SAVINGS BANK
4807 WEST BELMONT AVENUE
CHICAGO, IL 60641

Loan No. 10024-9

O. K. Press, Chicago

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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STATE OF ILLINOIS
 COUNTY OF Cook
) ss.
 I, Judith Ellen Lewis, a Notary Public, in and for said County, in the State aforesaid,
 DO HEREBY CERTIFY, THAT John N. Gardner, Vice-President of First Bank of Oak Park and Frank J. Prucha, III, Assistant 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 Vice-President, and Assistant 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 Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as his 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 4th day of October, A. D. 19 85.

My Commission Expires 7/27/86.

[Signature]
 Notary Public