

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, that whereas,.....
 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, a national banking association
 a National Banking Association
 corporation organized and existing under the laws of the United States 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 9-6-85
, and known as trust number 27574, in order to secure
 an indebtedness of ONE HUNDRED FIFTEEN THOUSAND and 00/100 Dollars
 (\$ 115,000) executed a mortgage of even date herewith, mortgaging to
 1st SECURITY FEDERAL SAVINGS BANK

the following described real estate:

Lot 9 in Block 1 in Alfred A. Tyler's Addition to Palatine, being a
 Subdivsion in the West half of the Southeast quarter of Section 15,
 Township 42 North, Range 10 East of the Third Principal Meridian
 in Cook County, Illinois
 Permanent Index No. 02-15-400-027-0000

Property Address: 306 N. Smith, Palatine
 and, whereas, 1st SECURITY FEDERAL 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.....

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO as Trustee, as aforesaid and not
 personally
 hereby assign....., transfer..... and set..... over unto
 1st SECURITY FEDERAL 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 The Cosmopolitan National Bank of Chicago.....
 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 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO..... 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.....
 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO..... 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
 THE COSMOPOLITAN NATIONAL BANK OF CHICAGO..... 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,..... The Cosmopolitan National Bank of Chicago.....
 not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President, and
 its corporate seal to be hereunto affixed and attested by its Asst. Tr. Officer Secretary, this 16th day of
 September..... A. D. 19..... 85

ATTEST *Dorinda M. Wick* Secretary Asst. Tr. Officer
 The Cosmopolitan National Bank of Chicago
 As Trustee as aforesaid and not personally
 By *Frank M. Keller* Asst. Vice President

55238637

UNOFFICIAL COPY

Assignment of Rents

Box _____

11
10

TO

1ST DEPOSIT ONLY
CENTRAL BANK OF ILLINOIS
300-311 W. WASHINGTON AVENUE
CHICAGO, ILL. 60602

Loan No. 3220-3

Box 19

O. K. Press, Chicago

444886258

Property of Cook County Clerk's Office

8522389337

DEPT-01 RECORDING \$11.00
T#1111 TRAN 3160 10/16/85 12:17:00
#4866 # 5 * 85-238637

STATE OF ILLINOIS }
COUNTY OF _____ }
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT _____, Rose, M., Trustee, Asst. Vice President of _____
and _____, The Garmon National Bank of Chicago, Assistant Trust Officer
Geraldine M. Wilk _____ 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, Asst. Vice President, and _____
Assistant Trust Officer _____ 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
Asst. Tr. Officer _____ Secretary then and there acknowledged that she _____, as custodian of the corporate seal
of said corporation, did affix said seal to said instrument as her 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 _____, 1985.
_____ day of _____, 1985.
My Commission Expires _____

[Signature]
Notary Public