

UNOFFICIAL COPY

Assignment of Rents

FOR CORPORATE TRUSTEE

62 Lop No. 7158-0

KNOW ALL MEN BY THESE PRESENTS, that

BEVERLY BANK

85257621

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 FEBRUARY 15, 1965

, and known as trust number 8-0571

in order to secure an indebtedness of TEN THOUSAND AND NO/100 - - - - - Dollars (\$10,000.00)

executed a mortgage of even date herewith, mortgaging to

SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

the following described real estate:

LOT 1 IN THE SUBDIVISION OF LOT 12 IN BLOCK 15 IN WASHINGTON HEIGHTS, A
SUBDIVISION IN THE SOUTH EAST QUARTER OF SECTION 18, TOWNSHIP 37 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.Property Address: 11001-03-05 So. Longwood Dr., Chicago, IL 60643 - Permanent Index No.
and, whereas, said Mortgagor is the holder of said mortgage and the note secured thereby: 25-18-406-005

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 Mortgagor, 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 Mortgagor 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 avals hereunder unto the Mortgagor and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Mortgagor as agent of the undersigned for the management of said property, and do hereby authorize the said Mortgagor to let and relet said premises or any part thereof, according to its own discretion, and to bring or defend any suit 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 Mortgagor may do.

It is understood and agreed that the said Mortgagor 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 Mortgagor, due or to become due, or that may hereafter be contracted and due toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, rental and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorney, agents and servants as may reasonably be necessary.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises mentioned by the undersigned at the rate of \$100 per month for each room, and a failure on the part of the undersigned to pay such rent as aforesaid will entitle the said day of month, in and of itself constitute a forcible entry and detainer, and the said Mortgagor may, in its own name and in its own right, demand, maintain an action of forcible entry and detainer, and recover 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 Mortgagor shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagor will exercise its rights under this Assignment until after default in payment, however the Undersigned or either a Tenant of any of the foregoing,

The exercise of the said Mortgagor's exercise of any right which it might have hereunder shall not be deemed a waiver by the said Mortgagor of the right of execution thereafter. This assignment of rents is executed by said corporation and personally by the Trustee as aforesaid in the exercise of the power and authority contained above and vested in it as such Trustee, and said corporation hereby warrants that it possesses full power and authority to execute this instrument, and to represent, understand and agree with nothing herein or in said note contained which he considers as binding on the said corporation, either individually or as Trustee aforesaid, personally to pay the said note in full amount, that the said Mortgagor is a bona fide lessee occupying the undersigned to perform any covenant either express or implied herein contained, in full satisfaction of all debts, charges, expenses, warrant by the Mortgagor and by every person now or hereafter occupying any right or interest therein, and that it is a valid corporation, either individually or as Trustee aforesaid, in the execution, performed and acknowledged, the legal trustee or holder of said note, and the owner or owners of any indebtedness, arising from and before the date hereof, incurred for the payment thereof, by the enforcement of the lien herein created in the Mortgagor's favor, and is held ready prepared to his account to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the undersigned corporation, and personally by the Trustee as aforesaid, has caused these presents to be signed in the presence of William McShane President and its corporate seal to be hereunto affixed and attested by itself. Trust Office

November 19,

1965

day of October

A.D. 19 85

ATTENT:

William McShane
Asst. Trust Officer

Secretary

Beverly Bank

As Trustee aforesaid and not personally

BY: Patricia Ralphson

President

STATE OF

COUNTY OF

I, The Undersigned, the undersigned, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Patricia Ralphson

personally known to me to be the Trust Officer President of Beverly Bank

Officer of said corporation, and William McShane

Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered the said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this

21st

day of October

A.D. 19 85

Leanne T. Apel

Notary Public

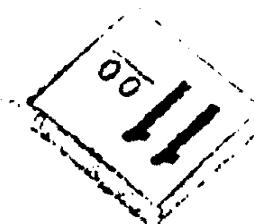
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PREPARED BY AND RETURN TO:
SOUTHWEST FEDERAL SAVINGS & LOAN ASSOCIATION
4062 SOUTHWEST HIGHWAY
HOMETOWN, IL 60456
ATTN: THERESE M. JONKER

BOX 404

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