

UNOFFICIAL COPY ASSIGNMENT OF RENTS FOR CORPORATE TRUSTEE 5

85 297 105

Loan No. _____

2200

70-00-981 SAII

KNOW ALL MEN BY THESE PRESENTS, that MIDLAND FEDERAL SAVINGS & LOAN ASSOCIATION a corporation organized and existing under the laws of the United States of 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 July 29th, 1985, and known as trust number 1092-4

in order to secure an indebtedness of Twenty Four Thousand and 00/100's Dollars (\$ 24,000.00),

executed a mortgage of even date herewith, mortgaging to MIDLAND FEDERAL SAVINGS AND LOAN ASSOCIATION the following described real estate:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT "A"

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and, whereas, said Association 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 corporate trustee hereby assigns, transfers, and sets over unto said 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 made 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 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 liability 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 mortgage 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 enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Assistant

Secretary, this 21st day of November, A.D., 1985

ATTEST:

Richard Taylor Assistant Secretary

MIDLAND FEDERAL SAVINGS & LOAN ASSOCIATION As Trustee as aforesaid and not personally

BY Paul Zogas President

STATE OF ILLINOIS

COUNTY OF COOK ss. I, Carol A. Brenza

, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul Zogas

personally known to me to be the President of Midland Federal Savings & Loan Association

a corporation, and Richard Taylor personally known to me to be the Assistant 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 President and

Assistant Secretary, they signed and delivered the said instrument as President and Assistant Secretary 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 November, A.D. 1985

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MEMORANDUM FOR THE BOARD OF SUPERVISORS

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TO: [Illegible]

FROM: [Illegible]

SUBJECT: [Illegible]

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EXHIBIT "A"

85 297 105

PARCEL 1

Lot 18 in Kennedy's Resubdivision Lots 1 to 8, both inclusive, Lots 22 to 27, both inclusive, Lots 29 to 30, all in Block 15 in the Subdivision of Blocks 1, 2, 3, 4, 13, 14, 15 and 16 in West Auburn, a Subdivision of the North East Quarter (1) of the South East Quarter (1) (except the North 99 feet) of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 7601 S. Peoria, Chicago, Il.

P.I.N. 20-29-414-001-0000

RP

PARCEL 2

Lot 45 in Block 3 in Follansbee's Subdivision of Lots 17, 18, 21, 22, 23 and 24 in Newhall, Larned and Woodridge Subdivision of the North West Quarter (1) of Section 15, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and commonly known as 5809 S. Indiana, Chicago, Il.

P.I.N. 20-15-422-002-0000

RP

PARCEL 3

Lot 16 in Block 2 in Coburn's Addition to Chicago, being a Subdivision of the South 598.25 feet of that part of the South East Quarter (1) of the South East Quarter (1) of Section 9, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and commonly known as 5442 S. Dearborn, Chicago, Il.

P.I.N. 20-09-422-076-0000

RP

PARCEL 4

Lot 7 in Brown and McKeever's Subdivision of Lot 6 in McKeever and Brown's Subdivision of Lot 41 (except North 22 Feet thereof) in Dobbins Subdivision of the North Half (1) of the South East Quarter (1) of the North East Quarter (1) of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 751 E. 41st Street, Chicago, Il.

P.I.N. 20-03-215-026-0000

RP

PARCEL 5

Lot 22 in Block 2 in the Subdivision of the South 2 of the South West 1/4 of the North East 1/4 of the North East 1/4 of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and commonly known as 4834 Langley, Chicago, Illinois.

P.I.N. 20-10-212-030-0000

RP

PARCEL 6

Lot 13 in Block 3 in Curciut Court Partition of the East 15.08 chains of the South 1/4 of the South East 1/4 of the South East 1/4 of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and commonly known as 4630 Langley, Chicago, Illinois.

P.I.N. 20-03-426-030-0000

RP

PARCEL 7

Lot 64 in Subdivision of Lots 1 and 2 in Stone and Mc Glashan's Subdivision of North 1/4 of the North 1/4 of the North East 1/4 of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, and commonly known as 4733 Langley, Chicago, Illinois.

P.I.N. 20-10-205-011-0000

RP

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mail to:

Midland Savings & Loan Assn:
8929 S. Harlem Ave
Bridgeview, IL 60455
Box 333

BOX 333 - WJ

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