85301907

5491-3 Loan No

| T           |       |             |  |
|-------------|-------|-------------|--|
| INDEPENDENT | TRUST | CORPORATION |  |

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

October 30, 1985 -

, and known as trust number

in order to secure an indebtedness of ONE HUNDRED NINETY-FIVE THOUSAND----- Dollars (\$195,000.00

executed a mortgage of even date herewith, mortgaging to UNIVERSAL SAVINGS AND LOAN ASSOCIATION

the following described real estate: Lots 20,21,22,23 and 24 in Block One(1),in Subdivision of Blocks One(1) and Two(2) in John F. Eberhart's Subdivision of the North East Quarter(1/4)of Section Twenty-three(23), Township Thirty-eight(38) North, Range Thirteen(13), East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 3247-59 West 63rd Street,

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

and 6305-11 South Spaulding Avenue, Chicago, Illinois.

PTN#19-23-203-001-0000 [441]

and, whereas, said Mittagee is the holder of said mortgage and the note as NOW, THEREFORE in order to further secure said indebtedness, and as undersigned corporate to the reby assigns, transfers, and sets over unto the rents now due or which reasy hereafter become due under or by virtue of any agreement for the use or occupancy of any part of the premises herein to hereafter made or agreed to or which may be made or agreed to by the Mortgagee and especially those certain leases and agreements now existing the Mortgagee and especially those certain leases and agreements now existing the mortgage and especially those certain leases and agreements now existing the mortgage and especially those certain leases and agreements now existing the mortgage and especially those certain leases and agreements and especially those certain leases and especially those certai NOW, THEREFORE in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporate it of the hereby assigns, transfers, and sets over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which reach 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 Mortgagee 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 Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby increasedly appoint the said Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the said Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any sinc in connection with said premises in its own name or in the names of the undersigned mortgagee may do.

It is understood and agreed that the mid Mortgagee shall be a let the said Mortgagee and and confirming anything and everything that the said Mortgagee may do.

It is understood and agreed that the mid Mortgagee 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 Mortgagee, 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, well and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such a do not of the agreement the undersigned will now contract.

It is further understood and agreed, that in the rest 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 said Mortgagee 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 antil 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.

It is understood and agreed that the Mortgagee 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 cover ants.

The failure of the said Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said Mortgagee of its right of exercise thereafter.

This assignment of rents is executed by said corporation not personally out as Turstee as aforesaid in the exercise of the power

and Mortgagee of its right of exercise thereafter.

This assignment of rents is executed by said corporation not personally but as Thestee 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 as reed 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 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 said corporation either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note are 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 afore aid, has caused these presents President, and its corporate seal to be hereunto affixed and attack by its Prust Officer

to be signed by its

Secretary, this

November

, A.D., 19 85

A KOUNS

Notary/Public

FIT TRUST CORPOR TOON As Trustee as more and and of pot p

SUSAN PELOZA, Assistant Trust Officer

8th

LAURIE WOLSKE Assistant Trust Officer

COUNTY OF COOK II, All representations and sunder a North of Public End of TRUST CORPORATION as trusted as increased and not and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the Trust Officer of Independent of Trust Officer of Trust

a corporation, and Suzan Peloza

personally khown'to meriane the Truston Officer

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

8th

day of November

, A.D. 19 65

THIS INSTRUMENT WAS PREPARED BY:

Universal SAvings and Loan Association 1800 South Halsted Street Chicago, Illinois 60608 Logrania Kirsten

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