

85 307 771

UNOFFICIAL COPY

Assignment of Rents

12.00

70-16-49200 all

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, _____

SOUTH HOLLAND TRUST AND SAVINGS BANK

, a Corporation duly organized and

existing under and by virtue of 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 said Company in pursuance of a Trust

Agreement dated OCTOBER 1, 1974 and known as trust number 2551 in consideration of the

sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, does sell, assign, transfer and set over unto ROYAL NEIGHBORS OF AMERICA, an Illinois Fraternal Benefit Society, organized and existing under the laws of the State of Illinois (hereinafter referred to as the Society) all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

RIDER ATTACHED HERETO AND MADE A PART HEREOF:

The undersigned hereby represents that no such lease or agreement has an unexpired term of more than one year, nor has any rent been paid thereunder more than one installment in advance; and the undersigned hereby covenants not to collect any of the rents, issues or profits in advance of the time they become due under or by virtue of any such lease or agreement, nor to modify or amend any such existing lease or agreement by extending the term thereof or by reducing the amount of rent due thereunder.

THIS INSTRUMENT WAS PREPARED BY:

Bruce R. Peterson, Assistant General Counsel
Royal Neighbors of America, 230 Sixteenth St.,
Rock Island, Il. 61201

It being the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Society, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Society under the power herein granted.

The undersigned, does hereby irrevocably appoint the said Society, its agent for the management of said property, and does hereby authorize the Society 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 Society may do.

It being understood and agreed that the said Society 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 Society due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Society may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay, out of that portion of the Trust Estate specifically described above, rent for the premises occupied by it or the beneficiaries of said Trust Estate at the rate of \$ (MARKET RATE) per month, and a failure on its part promptly to 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 Society 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 Society shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Society will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the

THIS ASSIGNMENT OF RENTS is executed by the undersigned, 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 it is expressly understood and agreed that nothing herein shall be construed as creating any liability of the undersigned personally to pay rent 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 said Assignee and by every person now or hereafter claiming any right hereunder, and that so far as the Assignee and its successors and the undersigned personally are concerned, the legal holder or holders of this Assignment of Rents or owners of any indebtedness accruing or secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the Assignment of Rents hereby created, in the manner herein provided, or by action to enforce the personal liability of the guarantors, if any, of such indebtedness.

IN WITNESS WHEREOF, the undersigned, not personally, but as Trustee as aforesaid has caused these presents

Asst. Vice

to be signed by its _____ President and its corporate seal to be hereunto affixed and

attested by its Asst. Secretary this 17th day of SEPTEMBER A.D. 1985

SOUTH HOLLAND TRUST AND SAVINGS BANK

As Trustee as aforesaid and not personally

Attest: _____
Assistant

Secretary

By: _____
Asst. Vice President

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Loan #

Box 67

Assignment of Rents
By Trustee

Box 67

C.A.

Property of Cook County Clerk's Office

85 307 771

85307771

My Commission Expires April 26, 1989

Charles M. Fleckman
Notary Public

Given under my hand and Notarial Seal, this 21 day of November 85

as Trustee as aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Company,

as Trustee as aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Company,

are subscribed to the foregoing instrument as such Asst. Vice President and Asst. Secretary, and

Secretary of the SOUTH HOLLAND TRUST AND SAVINGS BANK

DO HEREBY CERTIFY, that I, *Handy De Graaf*, Notary Public, in and for the County and State aforesaid,

THE UNDERSIGNED

State of Illinois
County of COOK

82 301 111

85 307 771

Lot 1 in Block 14 and Lots 1, 2, 3, 4, 5, 6 and Lot 7 (except the West 5 feet thereof) in Block 15 together with all that part vacated South Marshfield Avenue lying West of and adjoining the West line of Lot 1 in Block 14, lying East of and adjoining the East line of Lot 1 in Block 15, lying South of and adjoining a line drawn from North West corner of said Lot 1 in Block 14 to North East corner of said Lot 1 in Block 15 and lying Northerly of and adjoining the Northerly line of right of way of Chicago, Rock Island and Pacific Railroad in Englewood Heights being a Resub-division of Wrights Subdivision of the North Half of part of the East half of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian lying East of Pittsburgh, Cincinnati and St. Louis Railroad, in Cook County, Illinois.

ALSO

The West 5 feet of Lot 7 and all of Lots 8, 9, 10, 11 and 12 in Block 15 in Englewood Heights, being a Resubdivision of Wright's Subdivision of the North half of that part of the East half of Section 6, Township 37 North, Range 14, East of the Third Principal Meridian, lying East of the Pittsburgh, Cincinnati and St. Louis Railroad;

ALSO

All of the East and West 14 foot vacated alley lying South of and adjoining the South line of the West 5 feet of Lot 7 and Lots 8 to 11 both inclusive lying North of and adjoining the North line of Lot 12 and lying Westerly of and adjoining the North Westerly line of the right of way of the Chicago Rock Island and Pacific Railroad in Block 15 in Englewood Heights, Resubdivision afore-said, in Cook County, Illinois.

PERMANENT INDEX NUMBERS: 25-06-216-039-0000
25-06-217-001-0000
25-06-216-042-0000

ADDRESS OF PROPERTY: 1637-41-45-53 West 89th Street, Chicago, Ill.