

**UNOFFICIAL COPY**  
*Assignment of Rents*  
**FOR CORPORATE TRUSTEE**

85323468

FIRST NATIONAL BANK OF LAGRANGE

Loan No. \_\_\_\_\_

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 November 8, 1985 and known as trust number 2609

in order to secure an indebtedness of One Hundred Ninety Two Thousand & 00/100 Dollars (\$192,000.00),

executed a mortgage of even date herewith, mortgaging to BANK OF HICKORY HILLS

the following described real estate:

All of Lot 6 and that part of Lot 5, in Schless Industrial Park, being a subdivision in the South Half of the Northeast Quarter of the Southwest Quarter of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, more particularly bounded and described as follows:

Beginning at the Northwest corner of Lot 5 and running thence South along the West line of Lot 5 a distance of 140 feet to the Southwest corner of Lot 5; thence East along the South line of Lot 5 a distance of 88.51 feet to a point; thence North along a line parallel with the West line of said Lot 5 a distance of 100 feet to a point; thence Northwesterly a distance of 36.18 feet to a point; thence Westerly on a curve having a radius of 45 feet convex to the South whose tangent at this point is perpendicular to the last described line an arc distance of 76.07 feet to the point of beginning in Cook County, Illinois.

Permanent Tax Numbers: 19-18-303-022 Volume: 397  
(Affects Lot 6)

6853 W. 60th Place  
Chicago, Ill.

19-18-303-021  
(Affects Part of Lot 5) *RP*

...with certain permission 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 ~~Mortgagee~~ 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 covenants.

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 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 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 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 T.O. and V. President, and its corporate seal to be hereunto affixed and attested by its Asst. V.P.

~~Executed~~, this 12th day of December, A.D. 19 85.

ATTEST: *Ruth Dedek* Asst. Vice President *Secretary*  
BY *Cynthia T. Sikora* As Trustee as aforesaid and not personally Vice and Trust Officer

STATE OF Illinois }  
COUNTY OF Cook } ss. I, \_\_\_\_\_ the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Cynthia T. Sikora, personally known to me to be the Vice President of First National Bank of LaGrange a corporation, and Ruth Dedek, personally known to me to be the ASST. V.P.

~~Executed~~ 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 12th day of December, A.D. 19 85.  
*Paul J. ...* Notary Public

THIS INSTRUMENT WAS PREPARED BY *Sharon Bonaguro*  
Sharon Bonaguro  
Bank of Hickory Hills  
7800 W. 95th St.  
Hickory Hills, Il. 60457

Box 15

215 876502 111

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SAF Systems and Forms

92 ACT - Standard Corporate Trustee Form Assignment of Mortgage Use with Standard Mortgage  
4022-1 (1/74)  
Hickory Hills, N.H. 03045  
800 W. 95th St.  
Bank of Hickory Hills  
Sharon Bonaguro

THIS INSTRUMENT WAS PREPARED BY A MEMBER

*[Signature]*  
\_\_\_\_\_  
Notary Public  
December 12th  
A.D. 19 85.

GIVEN under my hand and Notarial Seal, this 12th day of December, 1985, I, Ruth Dedek, a corporation, and personally known to me to be the Vice President of First National Bank of LaGrange, Cynthia T. Silkor, and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT the undersigned, a Notary Public in and for said County, Illinois, ASST. VICE PRESIDENT

STATE OF ILLINOIS  
COUNTY OF COOK  
ASST. VICE PRESIDENT  
BY *[Signature]*  
\_\_\_\_\_  
Vice and Trust Officer

ATTEST:  
FIRST NATIONAL BANK OF LA GRANGE \*(See Over)  
BY *[Signature]*  
\_\_\_\_\_  
As Trustee as aforesaid and not personally  
December 12th, A.D. 19 85.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its T.O. and V. President, and its corporate seal to be hereunto affixed and averred by its Asst. V.P.

The 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 thereon, or any indebtedness accruing hereunder, or to perform any covenant either 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 its owners or 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 provided or by action to enforce the personal liability of the guarantor, if any.

The failure of the said Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the any payment secured by the mortgage or after a breach of any of its covenants. It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in the said mortgage shall have been fully paid, at which time the assignment and power of attorney shall terminate. The Mortgagee shall have been fully paid, at which time the assignment and power of attorney shall terminate. The Mortgagee shall have been fully paid, at which time the assignment and power of attorney shall terminate.

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 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 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 Mortgagee shall have been fully paid, at which time the assignment and power of attorney shall terminate.

It is understood and agreed that the said Mortgagee shall have the power to use and apply said rents, issue 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, and all 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 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 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 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 Mortgagee shall have been fully paid, at which time the assignment and power of attorney shall terminate.

and, whereas, said Mortgagee 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 Mortgagee, and/or its successors and assigns, all 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 aforesaid hereunder unto the Mortgagee and especially these certain leases and agreements now existing upon the property hereinabove described. The undersigned, do hereby irrevocably 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 and all suits in connection with said premises in its own name or in the name 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 Mortgagee may do.

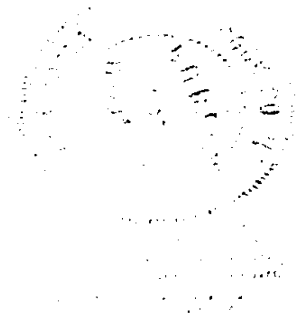
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771-205-9448

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This agreement is signed by a trust for the purpose of changing not indubitably, but solely as Trustee, under a certain trust Agreement known as Trust No. 2609. Hereby made a part of this agreement and hereby made a part of the record of this property any future interest in the property which may be acquired by or for any person which may be acquired by or for any person interested of the first part of this agreement or any person interested hereof or any person interested in the property expressly waived by the parties hereto and their respective successors and assigns.

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Property of Cook County Clerk's Office

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DEPT-01 RECORDING \$12.00  
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#5299 # 2 \* 85-323468