

UNOFFICIAL COPY

85326587

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas,

VILLA PARK TRUST & SAVINGS BANK

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 March 23, 1977

, and known as trust number 521, in order to secure

an indebtedness of Twenty one thousand four hundred eleven and no/100 Dollars

(\$21,411.00)

Executed a mortgage of even date herewith, mortgaging to

VILLA PARK TRUST & SAVINGS BANK

the following described real estate:

15-04-104-026 TP

**Lot 40 in Block 5 in H. O. Stone and Company's World Fair

Addition, a Subdivision of Section 4, Township 39 North,

Range 12, East of the Third Principal Meridian, plat of which

subdivision is recorded as Document 10262949 in Cook County, Illinois.**

and, whereas, VILLA PARK TRUST & SAVINGS BANK 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 VILLA PARK TRUST & SAVINGS BANK, as Trustee under Trust

Agreement dated March 23, 1977 and known as Trust No. 521

hereby assign, transfer and so over unto VILLA PARK TRUST & SAVINGS BANK

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 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 VILLA PARK TRUST & SAVINGS BANK

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 Trustee 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

VILLA PARK TRUST & SAVINGS BANK

, 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

VILLA PARK TRUST & SAVINGS BANK

, 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, VILLA PARK TRUST & SAVINGS BANK

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 Secretary, this 4th day of

December, A. D. 19 85

VILLA PARK TRUST & SAVINGS BANK

As Trustee as aforesaid and not personally.

By

Robert Johanson

Robert Johanson, President

ATTEST

James R. Volkman, Secretary

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STATE OF ILLINOIS

COUNTY OF DuPage

SS.

Louise A. Rodgers

a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY THAT

Robert Johanson

President of

VILLA PARK TRUST & SAVINGS BANK

James R. Votkman

Secretary of said corporation, who are personally known to me to be the same persons

whose names are subscribed to the foregoing instrument as such President, and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid

for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he

as custodian of the corporate seal of said corporation, did affix said seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal, this 4th day of December, A. D. 1985

Louise A. Rodgers
Notary Public

My Commission Expires March 31 1986

PROPERTY OF COOK COUNTY CLERK'S OFFICE

DEC-17-85 11:51 AM 85326587

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17 DEC 85 10:48

Box

Assignment of Rents

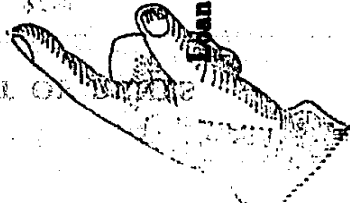
VILLA PARK TRUST & SAVINGS BANK,

as Trustee Under Trust Agreement dated 3/23/77 and known as Trust NO. 521

TO

VILLA PARK TRUST & SAVINGS BANK

Plan No. 501-51-31119



FORM 17328 BANKFORUS, INC. 85-326587