

# UNOFFICIAL COPY

86479862

KNOW ALL MEN BY THESE PRESENTS, that whereas, American National Bank and Trust Company of Chicago

American National Bank Trust #49377

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 MARCH 26  
1980, and known as trust number 49377, in order to secure

an indebtedness of Sixty Thousand and 00/100ths Dollars  
(\$60,000.00.) Executed a mortgage of even date herewith, mortgaging to

LINCOLN PARK FEDERAL SAVINGS AND LOAN ASSOCIATION  
the following described real estate:

LOT 10 IN BENSON AND ALLEN'S SUBDIVISION OF THE WEST PORTION OF THE  
NORTHEAST 1/4 OF BLOCK 41 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION  
33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN COOK COUNTY, ILLINOIS. 14-33-305-009

and, whereas Lincoln Park Federal Savings and Loan 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 American National Bank

hereby assign, transfer, and set over unto Lincoln Park Federal Savings and Loan 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 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 run 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 American National 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 American National Bank 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

American National 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

American National 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, American National Bank American National Bank and Trust Company of Chicago

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Second Vice President, and

its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 16th day of  
September, 1986

ATTEST Assistant Secretary

Assistant Secretary  
American National Bank and Trust Company of Chicago  
As Trustee as aforesaid and not personally  
Second Vice President

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Land Title Company L-100449-C1

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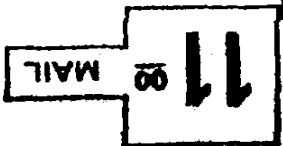
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Assignment of Rents

Box \_\_\_\_\_

TO \_\_\_\_\_

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

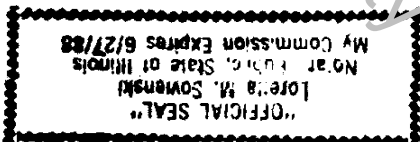


O. K. Press, Chicago

Property of Cook County Clerk's Office

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TRAN 0205 10/16/86 09:31:00  
#4145 ÷ R \*--86-479862  
COOK COUNTY RECORDER

Mr. James J. Kane  
1946 West Irving Park Road  
Chicago, Illinois 60613  
Lincoln Park Federal



This document prepared by:

My Commission Expires

Notary Public

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, THAT **E. JOHANSEN** Second Vice President of  
**L. Michael Whelan** Assistant  
American National Bank and Trust Company of Chicago and  
Assistant 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 Assistant Secretary, 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  
Assistant Secretary then and there acknowledged that as custodian of the corporate seal  
of said corporation, did affix said seal to said instrument as  
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 \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1986  
*Loreta M. Sovernaki*

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STATE OF ILLINOIS  
COUNTY OF Cook  
} SS.