

UNOFFICIAL COPY
86510837
5 1 0 3 3 7

ASSIGNMENT OF RENTS

51120149 pm
3000

KNOW ALL MEN BY THESE PRESENTS, that whereas, Devon Bank Trustee Under
Trust No. 5212 dated August 25, 1986

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 August 25, 1986

and known as trust number 5212, in order to secure
an indebtedness of Eighty Thousand and No/100 Dollars

(\$ 80,000.00) Executed a mortgage of even date herewith, mortgaging to Lawndale Trust and
Savings Bank

the following described real estate: Lots 42 and 43 (except that part of said Lots Lying east of
a line 50 feet West of and Parallel with the East Line of Section 15 Hereinafter mentioned)
in Block 1 in W.F. Kaiser and Company's Kedvale Gardens, in Section 15, Township 38 North,
Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 5914-18 S. Pulaski, Chicago, Illinois Perm. Index Nos. 19-15-407-028,029
and, whereas, Lawndale Trust and 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 Devon Bank

hereby assign, transfer and set over unto Lawndale Trust and Savings Bank

hereinafter referred to as the Association and/or its successors and assigns, all the rents now due or which may here-
after 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, issue
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 Devon 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 Devon 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

Devon 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

Devon 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, Devon Bank

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Treasurer President, and
its corporate seal to be hereunto affixed and attested by its LOAN OFFICER Secretary, this 30th day of
OCTOBER, A. D. 1986

ATTEST [Signature]
Secretary
By [Signature]
Devon Bank
as Trustee as aforesaid and not personally
Treasurer

UNOFFICIAL COPY

Assignment of Rents

Box



Mail to :

Lamdale Trust & Savings Bank
3333 W. 26th Street
Chicago, Illinois 60623

Loan No. _____

438015998



DEPT-61 RECORDING \$11.25
T#3333 TRAN 7957 10/30/84 14:53:00
#4169 #A *84-510837
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

This instrument was prepared by: I. Struska, 3333 W. 26th Street, Chicago, Illinois 60623

438015998

STATE OF ILLINOIS
COUNTY OF COOK

I, GAIL A. HAMM, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT SANFORD MEISELMAN
and DEVDN BANK
JAMES HAWWILER, LOAN OFFICER, 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 TRUST OFFICER, President, and LOAN OFFICER
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 LOAN OFFICER, 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 30th day of OCTOBER, A. D. 19 86

Gail A. Hamm
Notary Public

My Commission Expires 7-31-88