

UNOFFICIAL COPY

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ASSIGNMENTS OF RENTS

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KNOW ALL MEN BY THESE PRESENTS, that whereas, HERITAGE STANDARD BANK AND TRUST COMPANY, an Illinois corporation, 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 October 29, 1984, and known as trust number 9299, in order to secure and indebtedness of SIXTY THREE THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$63,700.00) Executed a mortgage of even date herewith, mortgaging to Standard Bank and Trust Company the following described real estate:

Lot 12 and the South 13 Feet of Lot 11 in Block 11 in E. L. Brainerd's Resubdivision of Blocks 1 to 8 and 11 in W. O. Coles Subdivision of the East 1/2 of the Northwest 1/4 (except the Southeast 1/4 of the Southeast 1/4 of said Northwest 1/4) of Section 5, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 25-05-121-050
3956-58 S. Throop St.,

THIS INSTRUMENT PREPARED BY
Helen T. Duignan
2400 West 95th Street
Evergreen Park, Illinois

and whereas, Standard Bank and Trust Company 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 HERITAGE STANDARD BANK AND TRUST COMPANY hereby assigns, transfers and sets over unto Standard Bank and Trust Company hereinafter referred to as the Trustee 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 Trustee under the power herein granted, it being the intention hereby to establish and absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Trustee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby authorize the Trustee 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, 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.

It is understood and agreed that the said Trustee 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 Trustee, 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 Trustee 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 Trustee 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 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 Trustee shall have been fully paid, at which time this assignment shall terminate.

The failure of the Trustee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Trustee of its right of exercise thereafter.

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COOK COUNTY, ILLINOIS
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This Assignment of Rents is executed by HERITAGE STANDARD BANK AND TRUST COMPANY, 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 or in said note contained shall be construed as creating any liability on the said HERITAGE STANDARD BANK AND TRUST COMPANY, 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 expressed 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 HERITAGE STANDARD BANK AND TRUST COMPANY, 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 HERITAGE STANDARD BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Operations Officer ~~President~~ and its corporate seal to be hereunto affixed and attested by its Assistant Secretary this 11th day of December 19 86.

HERITAGE STANDARD BANK AND TRUST COMPANY
As Trustee as aforesaid and not personally

ATTEST: Patricia Brankin BY: Thomas Clifford
Assistant Secretary Trust Operations ~~President~~ Officer

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

I, Karen Ryan, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Thomas Clifford, Trust Operations Officer ~~President~~ of HERITAGE STANDARD BANK AND TRUST COMPANY, and Patricia Brankin, 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 Trust Operations Officer ~~President~~ and Assistant 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 Assistant Secretary then and there acknowledge she as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her 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 11th day of December 19 86

"OFFICIAL SEAL"
KAREN RYAN
Notary Public, State of Illinois
My Commission Expires 3/4/89

Karen Ryan
Notary Public

My Commission Expires 3/4/89

Box 364

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