

86619833 UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:  
BRIAN C. WATSON  
6041 WEST CERMAK ROAD - CICERO, IL  
60650

KNOW ALL MEN BY THESE PRESENTS, that whereas, .....  
COMMERCIAL NATIONAL BANK OF BERKYN / TRUST #830274 / DATED JANUARY 28, 1983  
of the CITY ..... of BERKYN ..... County of COOK ..... and  
State of ILLINOIS ..... in order to secure an indebtedness of .....  
SEVENTY TWO THOUSAND AND NO/100 ..... Dollars (\$ 72,000.00

executed a mortgage of even date herewith, mortgaging to .....  
HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A. THE FOLLOWING DESCRIBED REAL ESTATE:

UNIT 105 together with its undivided percentage interest in the common elements  
in ATRIUM COURT VILLAGE HOME CONDOMINIUMS, as delineated and defined in the  
Declaration recorded July 7, 1986 as Document Number 86285253, and as amended  
from time to time, in Section 20, Township 39 North, Range 13, East of the Third  
Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 16-20-100-003-0000

and, whereas, HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A. (90) W. N. W. / K  
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 .....  
COMMERCIAL NATIONAL BANK OF BERKYN / TRUST #830274 / DATED JANUARY 28, 1983

hereby assign, S. . . transfer, S. . . and set S. . . over unto .....  
HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.

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 right 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 such room, and a failure on the part of the  
undersigned to promptly pay said rent on the first day of each and every month in, 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on 18 ..... day  
of DECEMBER ..... A. D., 19 86 .

SEE OTHER SIDE ..... (SEAL)  
..... (SEAL)  
OVER ..... (SEAL)  
..... (SEAL)

STATE OF ILLINOIS )  
COUNTY OF ..... ) ss.

I, ..... a Notary Public in and for said County, in  
the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the same person, ..... whose name ..... subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that ..... signed, sealed and de-  
livered the said instrument as ..... free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this ..... day of ..... A. D., 19 .....

Notary Public

86619833

Box \_\_\_\_\_

# Assignment of Rents

COMMERCIAL NATIONAL BANK OF BERYWN

TRUST DATED: JANUARY 28, 1983

TRUST #830274

TO

HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.  
6541 WEST CERMAK ROAD  
CICERO, IL. 60650

Loan No. 407

UPON PROPERTY LOCATED AT:  
TRIUMPH COURT UNIT #105  
BERWYN, IL. 60402

MAIL TO:  
HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.  
6041 WEST CERMAK ROAD  
CICERO, IL. 60650

O. K. Press

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86 619833

Property of Cook County Clerk

DEPT-21 RECORDING \$11.25  
#3333 TRAN 2328 12/26/85 19:00:00  
#495 # 2 \* 86-619833  
COOK COUNTY RECORDER

1/25

My Commission expires September 6, 1988.

*Barbara L. Tazelaar*  
Notary Public

I, Barbara L. Tazelaar, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Sr. Vice President of Commercial National Bank of Berywn  
Joseph P. Galvan  
Assistant Secretary of said Corporation  
and Sr. Vice 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, for the uses and purposes therein set forth;  
and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal, this 18th day of December, A. D. 1986

STATE OF ILLINOIS  
COUNTY OF COOK  
SS.

ATTEST  
*[Signature]*  
Assistant Secretary

Commercial National Bank of Berywn  
as trustee under trust no. 890274  
By Sr. Vice President  
*[Signature]*

hath caused these presents to be signed by its Sr. Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary this 18th day of December, A. D. 1986

IN TESTIMONY WHEREOF, the undersigned, Commercial National Bank of Berywn

86619833