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UNOFFICIAL COPY

86630719

ASSIGNMENT OF RENTS

American National Bank and Trust Company of Chicago and

KNOW ALL MEN BY THESE PRESENTS, that Trustee, under Land Trust No. 100047-03, dated 9-18-86 of the County of Cook, and State of Illinois, in order to secure an indebtedness evidenced by an Installment Note have executed a mortgage of even date herewith mortgaging to the National Security Bank of Chicago, a national banking association (herein referred to as the "Bank"), the following described real estate:

Lots 5, 6, 7 and 8 in Block 8 McNelli's Subdivision of Blocks 6, 7 and 8 in Wright's Addition to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax No. 17-08-335-006 - 5
17-08-335-007 - 6
17-08-335-008 - 7-8 ALL

F. U. - 0

DEPT-01 112.0
180002 TRAN 0695 12/31/86 14:48:00
97681 # C * 86-630719
COOK COUNTY RECORDER

(SWCP) (RTM) 5/12/86 (10902/15)

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and whereas, said 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 hereby assign, transfer and set over unto the Bank, 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 Bank 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 Bank and especially those leases and agreements now existing upon the property hereinabove described.

The undersigned do hereby irrevocably appoint the Bank the agent of the undersigned for the management of said property, and do hereby authorize the Bank 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 Bank may do.

It is agreed that the Bank 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 Bank, 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 agreed that the Bank 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 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 Bank 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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 23rd day of December A.D., 19 86 .

William Kritt (SEAL) _____ (SEAL)
William Kritt

(SEAL) _____ (SEAL)

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STATE OF ILLINOIS)

SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT the above named persons personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 26th day of DEC, A.D. 1986

James M. Sullivan
NOTARY PUBLIC
NOTARY COMMISSION EXPIRES 12/31/1987
ISSUED THROUGH NOTARY ASSOC.

RETURN TO:

395
National Security Bank of Chicago
1030 West Chicago Avenue
Chicago, Illinois 60622

This instrument was prepared by Angie Abrego, whose address is, 1030 West Chicago Avenue, Chicago, Illinois 60622.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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(1482)

(1482)

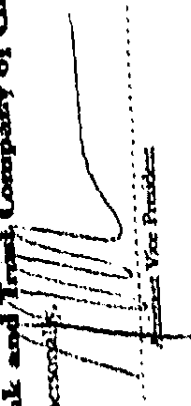
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This instrument is not to be provided to anyone other than the person named in the instrument.

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This instrument is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 18 day of SEPTEMBER, A.D. 1928, creating Trust No. 200047-8, that each and all of and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not personally, but this instrument is the covenants, undertakings and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the American National Bank and Trust Company of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the American National Bank and Trust Company of Chicago, on account hereof, or on account of any covenants, undertakings, representations, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said American National Bank and Trust Company of Chicago has caused its name to be signed to these presents by a Vice President or one of its Assistant Vice Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

American National Bank and Trust Company of Chicago
 as Trustee for said and not personally.

 Vice President

 My Commission Expires _____
 Assistant Secretary

ATTEST:
 STATE OF ILLINOIS)
 COUNTY OF COOK)
 I, **LORETTA M. SPENCER**
 DO HEREBY CERTIFY, that **LORETTA M. SPENCER** is a Notary Public in and for said County, in the State aforesaid,
 Vice President of **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association, and **ROBERT F. SPENCER** Assistant Secretary of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge by, etc. as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.
 day of **DEC 29 1928**, 19
L. Spence
 Notary Public

GIVEN under my hand and Notarial Seal this _____
 My commission expires _____
 Form 288 Rev. 4-22

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