

UNOFFICIAL COPY  
ASSIGNMENT OF RENTS FOR CORPORATE TRUSTEE 86037225

KNOW ALL MEN BY THESE PRESENTS, that Maywood-Proviso State Bank as Trustee under Trust Agreement dated February 8, 1973 and known as Trust #3134

11.00

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 February 8 1973 and known as trust number 3134

in order to secure an indebtedness of Seven Hundred Thousand and 00/100---Dollars (\$ 700,000.00 ),

executed a mortgage of even date herewith, mortgaging to BANK OF HILL SIDE, HILL SIDE ILLINOIS

the following described real estate:  
THE SOUTH 10.50 FEET OF LOT 9 AND LOTS 10, 11 AND 12 IN BLOCK 3 IN THE SUBDIVISION OF BLOCK 3 AND THE WEST 33 FEET OF BLOCK 2 IN HILLSIDE, BEING A SUBDIVISION OF THAT PART OF THE EAST 1323.5 FEET LYING SOUTH OF RAILWAY LANDS OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND A DEDICATION OF A STRIP OF LAND FOR USE AS A PUBLIC HIGHWAY BEING 60 FEET WIDE WEST OF AND ADJOINING A LINE 1323.5 FEET WEST OF THE EAST LINE OF THE NORTH EAST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND EXTENDING FROM THE NORTH LINE OF HARRISON STREET (ON THE SOUTH) OF THE SOUTH LINE OF BUTTERFIELD ROAD, (ON THE NORTH) IN VILLAGE OF HILLSIDE, IN COOK COUNTY, ILLINOIS.

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 certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and do hereby authorize the Bank to let and relet said premises or any part thereof, according to its own discretion, for such rental or rentals as it may determine, and to bring or defend any suit 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 Bank may do.

It is understood and agreed that the said 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 said 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, utility 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 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 understood and agreed, that in the event of the exercise of his assignment, the undersigned will pay rent for the premises secured 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 said Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

This assignment of rents is executed by said corporation 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 corporation agrees that nothing herein or in said note contained shall be construed as creating any liability on the said corporation, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness arising 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 said corporation, 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, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Tr. Off. ~~XXXXXXXXXX~~ and its corporate seal to be hereunto affixed and attested by its Asst.

Secretary, this 17th day of January, A.D. 1986

ATTEST: *[Signature]* Asst. Secretary  
BY: *[Signature]* Assistant Trust Officer

STATE OF Illinois  
COUNTY OF Cook I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Margaret J. Brennan Assistant Trust Officer personally known to me to be the President of MAYWOOD-PROVISO STATE BANK

a corporation, and Roger Dziak personally known to me to be the Asst. Secretary of said corporation, and 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 severally acknowledged that as such Assistant Trust Officer and Asst. Secretary they signed and delivered the said instrument as President and Asst. Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17th day of January, A.D. 1986

M 106-2-C-01 (mp)

86037225

15-18-231-611 015-0014-1010-5107  
1-9 N. Blvd, Hillside  
*[Signature]* Notary Public

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