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Unit 101

MIDWEST NATIONAL BANK

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas THE MID TOWN BANK AND TRUST COMPANY OF CHICAGO (hereafter "MID TOWN"), an Illinois banking corporation organized and existing under the laws of the State of Illinois, not personally but as a 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 16, 1985, and known as trust number 1324, in order to secure an indebtedness of Sixty Six Thousand Dollars (\$66,000.00), executed a mortgage of even date herewith, mortgaging to MIDWEST NATIONAL BANK the real estate described in the attached Exhibit A and, whereas, MIDWEST NATIONAL BANK is the holder of said mortgage and the indebtedness secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned MID TOWN BANK as Trustee under Trust Agreement dated October 16, 1985, known as Trust No. 1324 & not personally hereby assigns, transfers and sets over unto MIDWEST NATIONAL BANK, hereinafter referred to as the Bank, 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 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 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 name 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, 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.

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CLERK OF COURTS RECORD

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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.

If 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 of the part of the undersigned to promptly pay said rent of 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 exercise thereafter.

This assignment of rents is executed by MID TOWN 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 MID TOWN 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 MID TOWN, 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 MID TOWN, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal 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, MID TOWN not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Robert Frankel Officer, and its corporate seal to be hereunto affixed and attested by its Ass't Trust Officer Secretary, this 28th day of October, A.D. 1985.

MID TOWN BANK AND TRUST COMPANY OF CHICAGO

As Trustee as aforesaid and not personally

ATTEST Robert Frankel
Robert Frankel, A.T.O.

BY Mary Roche
Mary Roche, Trust Officer

Prepared by: Werner Sabo
8 S. Michigan, 1306
Chicago, IL 60603
332-2010

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BOX 333 - WJ

State of Illinois
County of Cook

I, The Undersigned, a Notary Public, in and for said County, in the state of aforesaid, DO HEREBY CERTIFY That Robert Frankel, Mary Roche, Trust Officer is personally known to me to be the same person whose name is subscribed to the foregoing instruments appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein seth forth;

Given under my hand and Notary seal, this 28th day of Oct. 1985

My commission expires 10-3-88

Margaret M. Lopez
Notary Public

This instrument is executed by Mid Town Bank & Trust Co. of Chicago not personally but solely as trustee as aforesaid. All the covenants and conditions to be performed hereunder shall be the obligation of the Bank & Trust Co. of Chicago and not of the individual members thereof and no individual member of the Bank & Trust Co. of Chicago shall be liable for the performance hereof. The Bank & Trust Co. of Chicago, by its officers, directors, agents, attorneys, representatives or as aforesaid is bound in this instrument.

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THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER ~~75-58171~~
COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST
IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS

UNIT NUMBER 101 IN THE 1120 ARMITAGE CONDOMINIUM AS DELINEATED ON A
SURVEY OF THE FOLLOWING REAL ESTATE:
LOT 22 IN BLOCK 8 IN JAMES MORGAN'S SUBDIVISION OF THE EAST 1/2 OF THE
SOUTH WEST 1/4 OF BLOCK 10 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE
NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO

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