

# UNOFFICIAL COPY

Loan No. R-40-359

FOR CORPORATE TRUSTEE

86245031

KNOW ALL MEN BY THESE PRESENTS, that

AVENUE BANK NORTHWEST

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 April 21, 1986

and known as trust number 855

in order to secure an indebtedness of Forty-Six Thousand Twenty & 66/100 Dollars (\$ 46,020.66 )

executed a mortgage of even date herewith, mortgaging to Avenue Bank Northwest

the following described real estate:

(SEE LEGAL DESCRIPTION ATTACHED)

12.00

and, whereas, said Mortgagee 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 corporate trustee hereby assigns, transfers, and sets over unto said Mortgagee, 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 Mortgagee under the power hereto 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 Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

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

It is understood and agreed that the said Mortgagee 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 Mortgagee, 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 each attorneys, agents and servants as may reasonably be necessary.

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 said Mortgagee 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.

It is understood and agreed that the Mortgagee 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.

The failure of the said Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said Mortgagee 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 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 corporation, 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 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, and the enforcement of the lien hereby created in the manner herein said 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 President, and its corporate seal to be hereunto affixed and attested by its

Secretary, this 27th day of May, A.D. 19 86

AVENUE BANK NORTHWEST

As Trustee as aforesaid and not personally

ATTEST:

James E. Sparta (Clerk)  
Secretary

BY: [Signature]  
President

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

personally known to me to be the

President of

Avenue Bank Northwest

personally known to me to be the

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 Officers, they signed and delivered the said instrument as such Officers 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 27th day of May, A.D. 19 86

This instrument Prepared by

AVENUE BANK NORTHWEST  
DEMPSTER at GREENWOOD  
NILES, ILLINOIS 60618

Notary Public

86245031

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COOK COUNTY, ILLINOIS  
CLERK OF COURTS

1986 JUN 17 AM 10:11

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Property of Cook County Clerk's Office

# UNOFFICIAL COPY

LEGAL DESCRIPTION 86245031

PARCEL 1:

The North 75.50 feet of Lot 7 (except the East 198.51 feet thereof) in Dempster Garden Homes Subdivision, being a Subdivision of part of the South East 1/4 of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian

ALSO

PARCEL 2:

Easements as set forth in the Plat of Subdivision dated April 4, 1960 and recorded June 9, 1960 as Document Number 17877299 and as created by the Deed from Colonial Ridge Homes, Incorporated, Corporation of Illinois to Douglas A. and Marna C. Halsted dated November 28, 1961 and recorded December 8, 1961 as Document Number 18350192

("A") For the benefit of PARCEL 1 aforesaid for ingress and egress over, across and along the West 40.0 feet (as measured on the North line) of Lots 4, 5, 6 and 7 (except that part thereof falling in PARCEL 1 aforesaid) in Dempster Garden Homes Subdivision

("B") For the benefit of PARCEL 1 aforesaid for ingress and egress over, across and along the West 20.0 feet of the East 92.33 feet (as measured on the North line) of Lots 4, 5, 6 and 7 in Dempster Garden Homes Subdivision

("C") For the benefit of PARCEL 1 aforesaid for ingress and egress over, across and along the South 20.0 feet of the North 85.5 feet (as measured on the West line) of Lot 7 (except that part thereof falling in PARCEL 2-"A", 2-"B" and PARCEL 1 aforesaid) in Dempster Garden Homes Subdivision

("D") For the benefit of PARCEL 1 aforesaid for ingress and egress over, across and along the North 5 feet (as measured on the East and West lines) of Lot 7 (except that part thereof falling in PARCEL 2-"A", 2-"B" and PARCEL 1 aforesaid) in Dempster Garden Homes Subdivision for the benefit of PARCEL 1 aforesaid for ingress and egress over, across and along the South 5 feet (as measured on the East and West lines) of Lot 6 in Dempster Garden Homes Subdivision in Cook County, Illinois.

PERMANENT TAX NUMBER: 09-15-412-053 *NO*

*Address - 8810 - 7 Robin Drive Des Plaines*

Clerk's Office

86245031