

UNOFFICIAL COPY

Loan No. 12-36915-05

Assignment of Rents

86352619

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LAKEVIEW TRUST AND SAVINGS BANK TRUST NO. 7061, DATED 06-02-86 of the CITY of CHICAGO, County of COOK, and State of ILLINOIS

In order to secure an indebtedness of NINETY THOUSAND AND NO /100 Dollars (\$ 90000.00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Mortgagee, the following described real estate: LOT 7 IN JOHN REYNOLDS SUBDIVISION OF EAST 5 ACRES OF LOT 14 IN CANAL TRUSTEES' SUBDIVISION OF EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PROPERTY INDEX N. 11975

14-29-4107-270- A SA BLK PCL UNIT

COMMONLY KNOWN AS: 2648 N. HALSTED ST., CHICAGO, ILLINOIS 60614

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 hereby assign, transfer and set 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 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 Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

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

It is understood and agreed that the 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 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 such 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 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 Mortgagee 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 Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this

day of _____ A.D., 19____ (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF _____ } as. COUNTY OF _____ } 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 same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered 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

MY COMMISSION EXPIRES

864766 484 994798

86352619

86352619

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Trust Officer Secretary, this 27TH day of JUNE, A. D., 19 86.

LAKEVIEW TRUST AND SAVINGS BANK

ATTEST

[Signature]
~~Secretary~~ Trust Officer

By [Signature]
Vice President

STATE OF ILLINOIS
COUNTY OF COOK } SS.

I, Dorothy L. Dallmann, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT R. W. Kinzie Sr. Vice President of LAKEVIEW TRUST AND SAVINGS BANK and James E. Polites, Jr., Trust Officer ~~Secretary~~ of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President, and Trust Officer ~~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 Trust Officer ~~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 27TH day of JUNE, A. D., 19 86.

[Signature]
Notary Public.

MY COMMISSION EXPIRES 9/1/87

DEPT-01 RECORDING \$11.00
T#4444 TRAN 0205 08/13/86 15:21:00
#3786 # D * 86-352619
COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNIS ^{and mailed to}
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,
5200 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

Box 403

It is expressly understood and agreed by and between the parties hereto that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee are made and intended, not as personal representations, covenants, undertakings and agreements of Lake View Trust and Savings Bank but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Lake View Trust and Savings Bank, not in its own right, but, as Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against, Lake View Trust and Savings Bank on account of any representation, covenant, undertaking or agreement therein contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through or under them.

86352619

86-352619

11 00

CORPORATIONS AND TRUSTEES