

UNOFFICIAL COPY

Loan No. _____

ASSIGNMENT OF RENTS FOR CORPORATION

87639338

KNOW ALL MEN BY THESE PRESENTS, that ^{provided by} Northwest Commerce Bank as Trustee and not personally u/t/a dated October 30, 1987 and Known as LT87-041

, a corporation,

organized and existing under the laws of the State of Illinois

in order to secure an indebtedness of Seventy Five Thousand Two Hundred and no/100

Dollars (\$ 75,200.00), executed a mortgage of even date herewith, mortgaging to

NORTHWEST COMMERCE BANK, ROSEMONT, ILLINOIS

the following described real estate: Lots 18 and 19 in Caroline Fienes Subdivision, being a Subdivision of the East 18.4 acres of the North 30.1 acres of the East half of the North East Quarter of Section 31, Township 42 North, Range 11 East of the Third Principal Meridian (except the East 805.9 feet of the North 405 feet of said North East Half of Section 31) in Cook County, Illinois.

PERMANENT INDEX NUMBERS: ~~03-31-213-024, 03-31-213-025~~, 03 31 213 026, 03 31 213 027 B C C

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 corporation hereby assigns, transfers and sets over unto said 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, for such rental or rentals as it may determine, 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 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.

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 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 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.

IN TESTIMONY WHEREOF, the undersigned corporation hath caused these presents to be signed by its Trust Officer and Assistant Trust Officer

_____ and its corporate seal to be hereunto affixed _____ 23rd

day of NOVEMBER, A.D., 19 87

ATTEST:

Kathleen P. Harris, A.T.O.
Assistant Trust Officer

Michael G. Bergson
BY Trust Officer

STATE OF _____

COUNTY OF _____, ss. I, _____, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____, A.T.O., and _____, Trust Officer, personally known to me to be the _____, President of _____

a corporation; and _____ 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 _____ President and _____ Secretary, they signed and delivered the said instrument as _____ President and _____ 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.

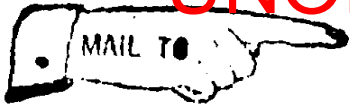
GIVEN under my hand and Notarial Seal, this _____ day of _____, A.D. 19 87



Grace G. Ault
Notary Public

87639338

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Sandra Eriel
3108 N. Dayton
Chicago, IL 60614

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$12.20
T#444 TRIN 1197 11/02/87 13:56:00
#6033 # D *-87-639338
COOK COUNTY RECORDER

-87-639338

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