

UNOFFICIAL COPY

Loan No. \_\_\_\_\_

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR, not personally, but as Trustee, pursuant to a Trust Agreement dated 2 November 1987 and known as Trust No. 87017, of the Village of Homewood, County of Cook, and State of Illinois

in order to secure an indebtedness of TWO HUNDRED SIXTY THOUSAND and NO ONE HUNDREDTHS

Dollars (\$ 260,000.00), executed a mortgage of even date herewith, mortgaging to  
COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR  
HOMEWOOD, ILLINOIS

the following described real estate:

LOTS 2, 3 AND 4 IN THE RESUBDIVISION OF LOT 6 IN THE COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NOS.: 29-31-409-010-0000, 29-30-409-037-0000 and -10+2

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 hereby assign transfer and set 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, and 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 WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 10th day of November, 1987.

November A.D. 19 87

Community Bank of Homewood-Flossmoor as T/U/T 87017, and not individually

(SEAL)

Cynthia K. Tibstra

(SEAL)

(SEAL)

Jean vanBrussel

(SEAL)

Assistant Trust Officer

Assistant Vice President

SEE ATTACHED EXONERATION CLAUSE

STATE OF Illinois

COUNTY OF Cook

I, Julie L. Maggio

a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Cynthia K. Tibstra, Asst Trust Officer and Jean vanBrussel, Asst Vice President of Community Bank of Homewood-Flossmoor personally known to me to be the same person whose names are subscribed to the foregoing instrument.

appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument

as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, this 10 day of November, A.D. 19 87.

OFFICIAL SEAL  
JULIE L. MAGGIO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 3/12/90

Julie L. Maggio  
Notary Public

12.00

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OTHER TO TRANSMISSION

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR or any of the beneficiaries under said Trust Agreement, on account of the execution of this instrument by the Trustee or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

DATE: Nov 10, 1987

COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR AS  
TRUSTEE under Trust Number 87017  
and not personally,

BY:

*Cynthia R. Delista*  
Assistant Trust Officer

ATTEST

*[Signature]*  
Asst Vice President

BOX 333-WJ

Mail To:

Community Bank of  
Homewood-Flossmoor  
18600 A. Dixie Highway  
Homewood, IL

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1987 DEC -3 PM 2:40

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