

BOX 333-HV

ASSIGNMENT OF RENTS FOR CORPORATE TRUSTEE 6 9 8

Ball

70-89-3980
915057

KNOW ALL MEN BY THESE PRESENTS, that Chicago Title and Trust Company as Trustee under Trust Agreement dated December 12, 1986 and known as Trust #1089388

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 December 12, 1986 and known as trust number 1089388

in order to secure an indebtedness of Three Hundred Thirty Five Thousand----Dollars (\$ 335,000.00),

executed a mortgage of even date herewith, mortgaging to

BANK OF HILL SIDE, HILLSIDE, ILLINOIS

the following described real estate: The South 2 acres of that part of the South East 1/4 of Section 4, Township 38 North, Range 12, East of the Third Principal Meridian, lying Easterly of the center line of Bluff Avenue and West of the Westerly line of the Right of Way of the Chicago Hammond & Western Railroad Co. (now Chicago Junction Railroad now known as Indiana Harbor Belt Railroad) the North line of said premises being parallel with the center line of 47th Street in Cook County, Illinois.

Property commonly known as: 601-609 East 47th Street, LaGrange, IL 60525 P.I. #18-04-418-002-0000

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 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 heretofore 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.

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 assigner 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, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASST. Vice President, and its corporate seal to be hereunto affixed and attested by its ASST.

Secretary, this 25th day of December, A.D., 19 86.

CHICAGO TITLE AND TRUST COMPANY
As Trustee as aforesaid and not personally
BY Rosette Catalano
ASST. VICE President

ATTEST:
Linda S. Barric
ASST. Secretary

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 DOROTHY CATALANO personally known to me to be the ASST. VICE President of Chicago Title and Trust Company a corporation, and LYNDA S. BARRIC personally known to me to be the ASST. 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 ASST. VICE President and ASST. Secretary, they signed and delivered the said instrument as ASST. VICE President and ASST. Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the undersigned 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 26th day of DECEMBER, A.D. 19 86

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COOK COUNTY, ILLINOIS
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