

MAIL TO +

PREPARED BY: [unclear]
ASSIGNMENT OF RENTS FOR CORPORATE TRUSTEE

UNOFFICIAL COPY

Loan No. 01-10526082

KNOW ALL MEN BY THESE PRESENTS, that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

87044482

not personally but as Trustee under the provisions of a Trust or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated SEPTEMBER 23, 1986 and known as trust number 100076-07

in order to secure an indebtedness of ONE HUNDRED FORTY-ONE THOUSAND AND NO/100 Dollars (\$ 141,000.00), executed a mortgage of even date herewith, mortgaging to

the following described real estate: (LEGAL DESCRIPTION RIDER ATTACHED HERETO. INITIAL WHERE X IS INDICATED). Great American Federal Savings and Loan Association

and, whereas, said Association 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 Association, hereinafter referred to as the Association, 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 Association 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 Association and especially those certain leases and agreements now existing upon the property hereinabove described.

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

It is understood and agreed that the said Association 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 Association, 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 Association 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 Association 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 any 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.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association 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. 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 Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 30th day of December, A.D. 19 86.

ATTEST: William S. Thuma
Secretary

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
As Trustee of said note and not personally
BY: [Signature]
Vice President

STATE OF IL
COUNTY OF Cook } ss. I, LUCYTTA M. SOWIENSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT J. MICHAEL WHELAN

personally known to me to be the Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO a corporation, and W. Thuma 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

ASSISTANT Secretary, they signed and delivered the said instrument as Vice President and ASSISTANT 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 JAN 16, 1987, A.D. 19
Lucy M. Sowienski
Notary Public

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UNOFFICIAL COPY

01/22/87

Property of Cook County Clerk's Office

DEPT-91 RECORDING \$17.00
7#3333 TRAN 5197 01/22/87 16:33:00
#0344 # A * ~~87-044482~~
COOK COUNTY RECORDER

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UNIT NOS. A2, B, C, E-1 AND P-3 IN 663 WEST MELROSE AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 16 FEET OF LOT 1 AND LOT 2 IN THE SUBDIVISION OF LOTS 43 AND 44 IN THE RESUBDIVISION OF LOT 40 AND LOT 12 IN SANDER'S SUBDIVISION OF THE SOUTH 3.19 CHAINS OF LOT 30 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25954148 AND FILED AS LR 3225866, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS

PARCEL 2:

UNIT NO. B2 IN 663 WEST MELROSE AVENUE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 16 FEET OF LOT 1 AND LOT 2 IN THE SUBDIVISION OF LOTS 43 AND 44 IN THE RESUBDIVISION OF LOT 40 AND LOT 12 IN SANDER'S SUBDIVISION OF THE SOUTH 3.19 CHAINS OF LOT 30 IN PINE GROVE, A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25954148 AND FILED AS LR3225866, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Mortgagor also hereby grants to Mortgagee, its successors and assigns as rights and easements appurtenant to the above described Real Estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration.

This Mortgage is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

PERMANENT INDEX NUMBERS: 14-21-313-060-1003, 14-21-313-060-1004, 14-21-313-060-1014, 14-21-313-060-1021, 14-21-313-060-1007

W. Melrose
U# 10 E-1, A-2, B, C, B-2, P-3
Chicago, IL 60657