

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, that whereas, WORTH BANK AND TRUST, AN ILLINOIS CORPORATION 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 AUGUST 15, 1977, and known as trust number 2436, in order to secure an indebtedness of TWO HUNDRED FORTY THOUSAND AND NO/100 Dollars (\$240,000.00) Executed a mortgage of even date herewith, mortgaging to BROOKFIELD FEDERAL BANK FOR SAVINGS the following described real estate: SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF:

LEGAL RIDER

LOTS 14, 15 AND 16 IN BLOCK 1 IN HENRY IPEMA'S SUBDIVISION NUMBER 2 OF PART OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 24-08-300-003 (LOT 14)
24-08-300-004 (LOT 15)
24-08-300-005 (LOT 16) X

PROPERTY ADDRESS: 9008 S. RIDGELAND, OAK LAWN, ILLINOIS 60453

BROOKFIELD FEDERAL BANK FOR SAVINGS

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 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 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 WORTH BANK AND TRUST 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 WORTH BANK AND TRUST 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 WORTH BANK AND TRUST 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 WORTH BANK AND TRUST either individually or as Trustee aforesaid, or its successors, personally or otherwise, 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, 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, WORTH BANK AND TRUST not personally but as Trustee as aforesaid, has caused these presents to be signed by its TRUST OFFICER and its corporate seal to be hereunto affixed and attested by its VICE PRESIDENT & TRUST OFFICER, this 9th day of CHICAGO, A. D. 1988.

ATTEST [Signature] WORTH BANK AND TRUST Trustee as aforesaid and not personally
By [Signature] TRUST OFFICER

C/W 1635/14 70

87168376

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Assignment of Rents

NORTH BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 15, 1977 AND KNOWN AS TRUST NUMBER 2436

9905 S. RIDGELAND

CHICAGO, ILLINOIS 60643

TO

BROOKFIELD FEDERAL BANK
FOR SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

Loan No. 43413

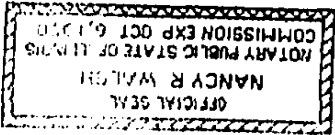
THIS INSTRUMENT WAS PREPARED BY:
ROBERT V. HLADIK
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

976891-48-

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01
1#0003 TRAN 1935-03/31/87 10:10:00
4428040001# REORDER 168376



Notary Public

My Commission Expires 10/6/80

STATE OF ILLINOIS }
COUNTY OF Cook } ss.
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT MARLYN C. SALDAK, TRUST OFFICER, and RICHARD T. TOPPS,
AND TRUST VICE PRESIDENT AND TRUST OFFICER, of NORTH BANK
AND TRUST, who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such, T.O. VP. & TD
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, as Trustee as aforesaid for the uses and purposes therein set forth; and the
said VP. & TD, Xerox, then and there acknowledged that HIS, as custodian of the corporate seal
of said corporation, did affix said seal to said instrument as HIS own free and voluntary act and as the
free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth
GIVEN under my hand and Notarial Seal, this 9th day of March, A. D. 1987.

97689148

Handwritten initials

ASSIGNMENT OF RENTS

7 6 3 7 6 8 7 6 8 3 2 6

KNOW ALL MEN BY THESE PRESENTS, that whereas NORTH BANK AND TRUST, AN ILLINOIS CORPORATION

a corporation organized and existing under the laws of the STATE of ILLINOIS

and, whereas, BROOKFIELD FEDERAL BANK FOR SAVINGS 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 NORTH BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT

DATED AUGUST 5, 1977 AND KNOWN AS TRUST NUMBER 2436

hereby assign, transfer, and set over unto BROOKFIELD FEDERAL BANK FOR SAVINGS

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 hereafter 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 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 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 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 hereafter. This assignment of rents is executed by NORTH BANK AND TRUST.

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 NORTH BANK AND TRUST warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in any other agreement shall be construed as creating any liability on the part of either individual or as Trustee aforesaid, personally to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant with respect to the premises hereon, or any liability, if any, being expressly waived by the undersigned and by any person now or hereafter claiming any right or security hereunder, and that as far as either individual or as Trustee aforesaid, or its successors, personally are concerned, the legal holder 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, by the liability of the guarantor, if any.

IN WITNESS WHEREOF, NORTH BANK AND TRUST has caused these presents to be signed by its Vice President, and attested by its Secretary, on this 3rd day of August, 1977.

ATTEST: [Signature] Secretary of Trust Officer

WORTH BANK AND TRUST

87168376

(10) 1635/197 E70

STATE OF ILLINOIS
COUNTY OF Cook

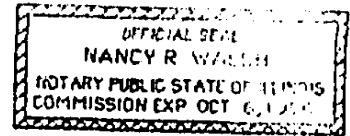
UNOFFICIAL COPY

ss.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT MARILYN C. SAJDAK, TRUST OFFICER of WORTH BANK AND TRUST AND RICHARD T. TOPPS, VICE PRESIDENT AND TRUST OFFICER of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such T.C. President, and VP & TO 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, as Trustee as aforesaid for the uses and purposes therein set forth; and the said VP & TO then and there acknowledged that HE, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as HIS own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth GIVEN under my hand and Notarial Seal, this 9th day of March, A. D. 1987.

My Commission Expires 10/6/90

Nancy R. Walsh
Notary Public



87168376

DEPT-01 \$12.25
T#0003 TRAN 1985-03/31/87 10:10:00
#4288# COUNTY RECORDER 168376

Box 20

Assignment of Rents

WORTH BANK AND TRUST, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 15, 1977 AND KNOWN AS TRUST NUMBER 2436

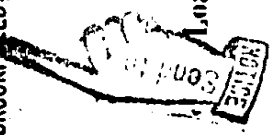
9905 S. RIDGELAND

OAK LAWN, ILLINOIS 60453

TO

BROOKFIELD FEDERAL BANK
FOR SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

Loan No. 13113



THIS INSTRUMENT WAS PREPARED BY
ROBERT V. HLADIK
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

12 Mail

-87-168376

Property of Cook County Clerk's Office