

13.00

KNOW ALL MEN BY THESE PRESENTS, that
COMMUNITY BANK OF HOMEWOOD-FLOSSMOOR

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 JULY 16, 1976, and known as trust number 76057

in order to secure an indebtedness of FIFTY THOUSAND AND NO/100-----Dollars (\$50,000.00)

executed a mortgage of even date herewith, mortgaging to

BANK OF HOMEWOOD, HOMEWOOD, ILLINOIS

the following described real estate:

That part 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, described as follows:
Beginning at the point of intersection of the East line of Dixie Highway (said East line being 33 feet East of and parallel to the West line of said South East 1/4 of Section 31) with the Westward extension of the line of the North face of the North wall of a one-story brick building which point of intersection is 988.21 feet South of the North line of

Continued

66-89-051

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(Schedule A continued)

5. Continued

said South East 1/4 of Section 31; and running thence East along said Westward extension, along said North face of the North wall and along the line of the Eastward extension of said North face of the North wall, a distance of 140 feet; thence North to its intersection with a line 173 feet East of and parallel to said West line of the South East 1/4 at a point thereon which is 988.75 feet South of said North line the South East 1/4; thence North along the last above mentioned parallel line, a distance of 46.48 feet to its intersection with the Eastward extension of the line of the South face of the South wall of a one-story brick building, which point of intersection is 942.27 feet South of the North line of the South East 1/4; thence West along said Eastward extension, along said South face of the South wall and along the line of the Westward extension of the line of said South face of the South wall, a distance of 140 feet to its intersection with the said East line of Dixie Highway, at a point thereon which is 941.59 feet South of said North line of the South East 1/4; thence South along said East line of Dixie Highway, a distance of 46.62 feet to the point of beginning, in Cook County, Illinois Parcel 3:

Easement appurtenant to and for the benefit of Parcel 1 as set forth in instrument dated September 20, 1966, recorded October 11, 1966 as document No. 19966472 over and upon a strip of land 14 feet wide extended East from Dixie Highway the North line of which is 150 feet and the South line is 140 feet being part of Lot 2 in Panos' Resubdivision of part 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, as per plat recorded on March 4, 1965, as document No. 19397294, said North line of aforesaid strip being 48 feet South and parallel to the most Northerly line of said Lot 2, for driveway purposes, in Cook County, Illinois

Parcel 4:

Easement for ingress and egress to and for the benefit of Parcel 2 as set forth in an easement and party wall agreement dated February 15, 1979 as document 24878418 over and upon the East 20 feet of that part 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 described as follows:
That part 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 described as follows:

Beginning at the point of intersection of the East line of Dixie Highway (said East line being 33 feet East of and parallel to the West line of said South East 1/4 of Section 31) with a line 891.62 feet South of and parallel to the North line of said South East 1/4 of Section 31; and running thence East along the last above mentioned parallel line a distance of 140 feet to its intersection with a line 173 feet East of and parallel to said West line of the South East 1/4; thence South along the last above mentioned parallel line a distance of 50.65 feet to its intersection with the East extension of the line of the South face of the South wall of a one-story brick building, which point of intersection is 942.27 feet South of the North line of the South East 1/4; thence West along said Eastward extension, along said South face of the South wall and along the Westward extension of the line of said South face of the South wall, a distance of 140 feet to its intersection with said East line of Dixie Highway, at a point thereon which is 941.59 feet South of said North line of the South East 1/4 and to North along said East

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(Schedule A continued)

5. Continued

line of Dixie Highway, a distance of 49.97 feet to the point of beginning, all in Cook County, Illinois

29-31-400-056 GAOJm
18031 S. DIXIE/HOMEWOOD, IL

my commission expires March 12, 1990.

MT # 34735000

87285990

UNOFFICIAL COPY

COOK COUNTY
CLERK'S OFFICE
1987 MAY 28 AM 10 06

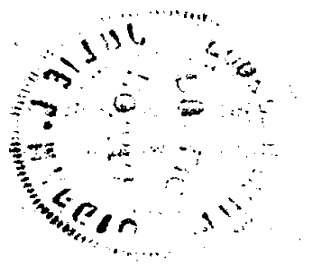
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24023

MAIL TO BOX 327
BANK OF AMERICA

Property of Cook County Clerk's Office

87285990



Notary Public on Expires March 12, 1990.

CHICAGO, ILLINOIS

Julie L. Maggio

GIVEN under my hand and Notarial Seal, this 23 day of May, A.D. 19 87

Asst VP *Secretary*, they signed and delivered the said instrument as *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.

instrument, appeared before me this day in person and severally acknowledged that as such *Secretary* of said corporation, and Jean van Bursel personally known to me to be the same persons whose names are subscribed to the foregoing

and for said County, in the State of Illinois, I, *Trust Officer and* *Julie L. Maggio* a Notary Public in

STATE OF ILLINOIS }
COUNTY OF COOK }
Assistant Vice Presidents *Trust Officer and President*

BY *Trust Officer and President* *Trust Officer and President*

Community Bank of Homewood-Flossmoor *Trust Officer and President*

Secretary, this 22ND day of MAY A.D. 19 87

to be signed by its President, and its corporate seal to be hereunto affixed and attested by its

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its

Bank of its right of exercise hereafter. 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 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 of security hereunder, and that so far as said corporation, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder of said note and the owner 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.

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the undersigned to the said Bank shall have been full, valid, at which time this assignment and power of attorney shall terminate. Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the 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 entry and detainer and the Bank may in its own name and without any notice or demand, maintain an action of forcible entry for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the 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 of 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 full, valid, at which time this assignment and power of attorney shall terminate.

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 understood and agreed that the said Bank shall have the power to use and apply said avals, 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 and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary. It is understood and agreed that the said Bank shall have the power to use and apply said avals, 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 and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

The undersigned, 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 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. 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 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 avals hereunder into the Bank and especially those certain leases and agreements now existing upon the property heretofore described.

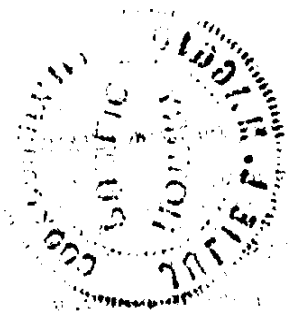
and, whereas, said Bank is the holder of said mortgage and the note secured thereby:

SEE LEGAL ATTACHED

06658258

MT# 34735 CC

UNOFFICIAL COPY



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