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United States of America

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FIRST NATIONAL BANK OF CICERO, A National Banking Association 5634-8

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned

March 1, 1979 6161 in pursuance of a Trust Agreement dated , and known as treat number

in order to secure an indebtedness of THIRTY-SEVEN THOUSAND AND NO/100------Dollars (\$ 37,000.00

executed a mortgage of even date herewith, mortgaging to UNIVERSAL SAVINGS AND LOAN ASSOCIATION

the following described real estate: Lot Thirty-eight(38) in Block One(1) in Frank A. Mulholland's Marlawn Subdivision of the North East Quarter (1/4) of the North East Quarter (1/4) of Section Twenty-six (26), Township Thirty-eight (38)North, Range Thirteen(13), East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 7126 South Kedzie Avenue, Chicago, Illinois. PTN#19-26-207-031-0000 K

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

a corporation organized and existing under the laws of the

and, whereas, said & overage is the holder of said mortgage and the hole secured thereby.

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporate thrite; hereby assigns, transfers, and sets over unto said Mortgagee, and or its successors and assigns, all the rents now due or which hereafter become due under or by virtue of any lesse, either oral or written, or any letting of, or any agreement for the use or or upancy of any part of the premises herein described, which may have been hereaforce or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an alsolute transfer and assignment of all such lesses and agreements and all the avails hereunder unto the Mortgagee and especially those certain lesses and agreements now existing upon the property hereinabove described.

The undersigned, do hereby arrevocably appoint the said Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the said Mortgagee to let and re-fet 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 Mortgagee may do.

It is understood and agreed that the said Mortgagee shall have the power to use and apply said avails, issues and profits

It is understood and agreed that the said Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future in extedness or liability of the undersigned to the said Mortgagee, 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 a large of this assessment, the undersigned will nay reat for

It is further understood and agreed, that in the went of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing relicing 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 said Mortgagee 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 at up as of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect while 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.

It is understood and agreed that the Mortgagee 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 cree ants.

The failure of the said Mortgagee to exercise any right which it might exercise bereunder shall not be deemed a waiver by the said Mortgagee of its right of exercise thereafter.

said mortgages of its right of exercise thereatter.

This masignment of rents is executed by said corporation not personally but as "runtee 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 individual". It as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing servonder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Martgages and by every person now or hereafter claiming any right or security hereunder, and that so far as said corporation, of her 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 the ext. by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the per onal liability of the guarantor, if any.

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

22nd Secretary, this

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FIRST NATIONAL BANK OF CICEPS, A/T/U Trust#6161

As Trustee as aforesaid and not personally Ate

GLENN J. RICHTER, VICE

President

STATE OF ILLINOÍS

COUNTY OF COOK

T. Barbara McCord and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT the undersigned, a Notary Public in

Glenn J. Richter First National Bank of Cicero Vice personally known to me to be the President of

Stanley D. Loula,

personally known to me to be the a corporation, and 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 Officers, they signed and delivered the said instrument as such Officers 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

22nd

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BOX 303 - GG

THIS INSTRUMENT WAS PREPARED BY FOUL TO UNIVERSAL SAVINGS AND LOAN ASSOCIATION

1800 South Halsted Street

Chicago, Illinois 60608

4020-1 (**/74) Lorraine Kirsten
12 ARCH - Standard Corporate Trustoe Form Assignment of Rents for use with Standard Mongage
Form 31 MCD and Standard Promissory Installment Note Form 31 MCD

Notary Public "OFFICIAL SEAL" Barbara McCord **Motary Public, State of Minois**

My Commission Expires 10/25/90

UNOFFICIAL COPY

Property of Coot County Clerk's Office 87300705

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