

UNOFFICIAL COPY

13.00

KNOW ALL MEN BY THESE PRESENTS, that whereas, COMMUNITY SAVINGS BANK

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 November 15, 1988
and known as trust number LT-250, in order to secure
an indebtedness of FOUR HUNDRED THOUSAND AND NO/100 Dollars
(\$400,000.00) Executed a mortgage of even date herewith, mortgaging to Community Savings Bank

the following described real estate: SEE RIDER ATTACHED HERETO:

PARCEL 1: Lots One (1), Two (2), Three (3) and Four (4) in the Hulbert Fullerton Avenue Highlands Subdivision Number Thirty-Three (33) Being a Subdivision in the North West Quarter (NW $\frac{1}{4}$) of Section Twenty-Eight (28), Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Lots Five (5) and Six (6) in Hulbert Fullerton Avenue Highlands Subdivision Number Thirty-Three (33) Being a Subdivision in the North West Quarter (NW $\frac{1}{4}$) of Section Twenty-Eight (28) Township Forty (40) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 13-28-105-019; and 13-28-105-039.

Property Commonly Known as 5201-17 W. Belmont Avenue
3148-52 N. Laramie Avenue
Chicago, Illinois 60641

88572852

under the power herein granted, it being the intention hereby to establish an association 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 COMMUNITY SAVINGS BANK
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 COMMUNITY SAVINGS BANK 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

COMMUNITY SAVINGS BANK, 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

COMMUNITY SAVINGS BANK, 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, 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, COMMUNITY SAVINGS BANK

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 Assistant Secretary, this 19th day of November, A. D. 1988

ATTEST [Signature]
Assistant Secretary

COMMUNITY SAVINGS BANK
As Trustee as aforesaid and not personally
By [Signature]
Vice President

21000-80 7-17-88

88572852

UNOFFICIAL COPY

Box 120

Assignment of Rents

COMMUNITY SAVINGS BANK, INC. LT-250

2201 E. Belmont Avenue

Chicago, Illinois 60641

TO

TO

COMMUNITY SAVINGS BANK

2001 West Belmont Avenue

Chicago, Illinois 60641

Loan No. 11819-7

O. N. From Chicago

25872598

1988 DEC 13 AM 11:31

COOK COUNTY ILLINOIS

25872598

STATE OF ILLINOIS
COUNTY OF COOK } SS.

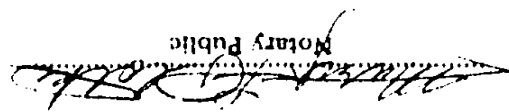
I, Mary G. Blocke, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT Dane H. Clevon, Vice, President of

COMMUNITY SAVINGS BANK

Assistant Secretary of said corporation, who are personally known to me to be the same persons
and Denise S. Kales, Secretary of said corporation, who are personally known to me to be the same persons

whose names are subscribed to the foregoing instrument as such. Vice, President, and Assistant
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
Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal
of said corporation, did affix said seal to said instrument as her 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 21st day of November, A. D. 1988.

Notary Public



My Commission Expires

88572852

O. R. Park, Chicago

Loan No. 11819-7

ASSIGNMENT OF RENTS

COMMUNITY SAVINGS BANK

KNOW ALL MEN BY THESE PRESENTS, that whereas,

Illinois

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

1300

File
DUE

and, whereas, COMMUNITY SAVINGS BANK is the holder of

said mortgage and the note secured thereby:

NOW, WHEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said

transaction, the undersigned, COMMUNITY SAVINGS BANK, hereby assigns, transfers, conveys, and sets over unto

COMMUNITY SAVINGS BANK

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 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, by being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avals hereunder unto the Association and especially those certain leases and agreements now existing upon the property heretofore 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 name 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, 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 other 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 on 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 forfeiture entry and detainer and the Association may in its own name and without any notice or demand, maintain an action of forfeiture and obtain possession of the 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 COMMUNITY SAVINGS BANK. The exercise of the power and authority conferred upon and vested in it as such trustee (and said trustee) 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 part of either individually or as COMMUNITY SAVINGS BANK, other than the liability of the trustee named herein, to pay the said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant or implied covenant contained in such liability, if any, being expressly waived by the mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as

Trustee aforesaid, or its successors, personally are concerned, the legal holder hereof shall look solely to the premises hereby conveyed for the payment thereof, by the 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, COMMUNITY SAVINGS BANK

not personally but as Trustee aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 19th day of November, A. D. 1988. COMMUNITY SAVINGS BANK

Secretary, this 19th day of November, A. D. 1988. COMMUNITY SAVINGS BANK

Secretary, this 19th day of November, A. D. 1988. COMMUNITY SAVINGS BANK

Secretary, this 19th day of November, A. D. 1988. COMMUNITY SAVINGS BANK

UNOFFICIAL COPY

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UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Mary L. Plotke, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT Dane H. Clevens, Vice President of
COMMUNITY SAVINGS BANK, and
Assistant
Danica S. Walek, Secretary of said corporation, who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such Vice President, and Assistant
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 Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal
of said corporation, did affix said seal to said instrument as her 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 21st day of November, A. D. 19 88

Mary L. Plotke
Notary Public

My Commission Expires July 11, 1991

1988 DEC 13 AM 11:31
COOK COUNTY ILLINOIS
88572852

88572852

Box 330
Assignment of Rents
COMMUNITY SAVINGS BANK, TR# LT-250
5201-17 W. Belmont Avenue
3148-52 N. Laramie Avenue
Chicago, Illinois 60641

TO

COMMUNITY SAVINGS BANK
4801 West Belmont Avenue
Chicago, Illinois 60641

Loan No. 11819-7

O. K. Press, Chicago