

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

88177656

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, _____

FIRST NATIONAL BANK OF EVERGREEN PARK, A Corporation duly organized and existing

under and by virtue of the laws of the UNITED STATES OF AMERICA 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 APRIL 5, 1988 and known as trust number 10149 in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, does sell, assign, transfer and set over unto PROSPECT FEDERAL SAVINGS AND LOAN ASSOCIATION OF NORTHERN ILLINOIS, a corporation organized and existing under the laws of the United States (hereinafter referred to as the Association) all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

LOT 20 IN BLOCK 2 IN GARFIELD MANOR SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.***

P. I. N. 19-11-417-040

3236 W. 5th St ✓

12.00

It being the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Association, whether the said leases or agreements 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.

The undersigned, does 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 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.

It being 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 and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Association may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay, out of that portion of the Trust

Estate specifically described above, rent for the premises occupied by it or the beneficiaries of said Trust Estate at the rate of \$_____ per month, and a failure on its part promptly to 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 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 shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.

THIS ASSIGNMENT OF RENTS is executed by the undersigned, 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 it is expressly understood and agreed that nothing herein shall be construed as creating any liability of the undersigned personally to pay rent 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 said Assignee and by every person now or hereafter claiming any right hereunder, and that so far as the Assignee and its successors and the undersigned personally are concerned, the legal holder or holders of this Assignment of Rents or owners, of any indebtedness accruing or secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the Assignment of Rents hereby created, in the manner herein provided, or by action to enforce the personal liability of the guarantors, if any, of such indebtedness.

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

Secretary this 6th day of April A.D. 88

FIRST NATIONAL BANK OF EVERGREEN PARK
Attest Anne Moylan Land Trust Administrator Secretary By Joseph C. Fanelli Senior Vice President and Trust Officer President

State of Illinois ss. County of Cook

I, Joseph C. Fanelli Undersigned a Notary Public, in and for the County and State aforesaid,

DO HEREBY CERTIFY, that Joseph C. Fanelli, Senior Vice President, and

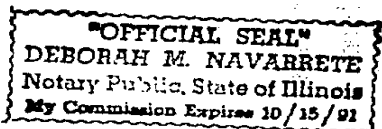
Anne Moylan, Land Trust Admn. Secretary of the FIRST NATIONAL BANK OF EVERGREEN PARK

who are personally known to me to be the same persons whose names are subscribed

to the foregoing instrument as such Senior Vice President and Land Trust Administrator Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said

as Trustee as aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Company, as Trustee as aforesaid, to be thereto attached.

Given under my hand and Notarial Seal, this 6th day of April A.D. 88



Deborah M. Navarrete Notary Public

APR 28 88 71-62-894

88177656

UNOFFICIAL COPY

COOK COUNTY CLERK'S
OFFICE

1988 APR 28 AM 11:10

88177656

Property of Cook County Clerk's Office

Box.....

Assignment of Rents
BY TRUSTEE

FIRST NATIONAL BANK OF

EVERGREEN PARK

TRUST #10148 dt'd. 04/05/88

to

Prospect Federal Savings

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

BANK

555 E BUTTERFIELD ROAD

LOMBARD IL 60148

Loan No. 52-01007743

BOX 920
Prospect

THIS INSTRUMENT WAS PREPARED BY

OF THE STATE OF ILLINOIS

~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~

BANK

95966188

