

Know all Men by these Presents, that the

AVONDALE FEDERAL SAVINGS BANK

a corporation existing under the laws of the UNITED STATES OF AMERICA, for and in consideration of one dollar, and for other good and valuable considerations, the receipt whereof is hereby confessed, does hereby Remise, Convey, Release and Quit-Claim unto FRANCIS C. KENNEDY AND PATRICIA L. KENNEDY, HIS WIFE

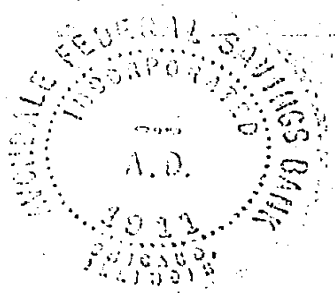
of the County of Cook and State of Illinois, all the right, title, interest, claim or demand whatsoever it may have acquired in, through or by a certain mortgage deed bearing date the 10th day of JUNE, A. D. 19.83, and recorded in the Recorder's office of Cook County, in the state of Illinois, in Book of Records, on page, as Document No. 26 647 576, and a certain Assignment of Rents bearing date the -0- day of -0-, A. D. 19., and recorded in the Recorder's office of Cook County, in the State of Illinois, in Book of Records, on page, as Document No. -0-, to the premises therein described, situated in the County of Cook and State of Illinois, as follows, to wit:

The West Half of Lot 8 and all of Lot 9 (except the West 6 feet thereof) in Block 1 in Paradis Subdivision of the West Half of the Northeast quarter of the Southwest quarter of Section 23, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.# 19-23-302-049

IN TESTIMONY WHEREOF, the said AVONDALE FEDERAL SAVINGS BANK

hath hereunto caused its corporate seal to be affixed, and these presents to be signed by its Vice President, and attested by its Ass't Secretary, this 11th day of JULY, A. D. 19.88.



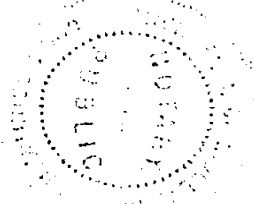
By: Cynthia L. Hill, Ass't Vice, President
Attest: Geraldine J. Rybicki, Ass't, Secretary

88322092

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, Michael J. Connolly, Jr., a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Cynthia L. Hill, Ass't Vice, President of the AVONDALE FEDERAL SAVINGS BANK

and Geraldine J. Rybicki, personally known to me to be the Ass't Secretary of said corporation whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Ass't Secretary, they signed and delivered the said instrument of writing as Vice President and Ass't 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.



GIVEN under my hand and notarial seal, this 11th day of JULY, A. D. 19.88.

[Signature]
NOTARY PUBLIC

My Commission Expires Aug. 30, 19 88

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

BOX _____

Release of Mortgage BY CORPORATION

AVONDALE FEDERAL SAVINGS BANK

TO

FRANCIS C. KENNEDY AND

PATRICIA L. KENNEDY, HIS WIFE

3717 W. 67th St
Chicago, IL 60629



REALTY: 3717 WEST 67TH STREET

CHICAGO, ILLINOIS 60629

LOAN NUMBER 05-331-95 I

AVONDALE FEDERAL SAVINGS BANK

2965 MILWAUKEE AVE.
CHICAGO, ILLINOIS 60618

DEPT-01 RECORDING \$12.25
T#1111 TRAM 0743 07/21/88 13:51:00
#499 # 4 * 88 - 322092
COOK COUNTY RECORDER



88322092

Property of Cook County Clerk's Office

12 Mar

UNOFFICIAL COPY 88322093

Chicago, Illinois February 17, 1988

88191042

Know all Men by these Presents, THAT COMMUNITY BANK & TRUST COMPANY OF EDGEWATER, an Illinois Banking Association, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated **June 30, 1978** and known as trust

number **78-06-089**, hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER

its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute, transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises situated in the County of Cook, and described as follows, to-wit:

Lot 20 in Block 2 in Yerke's Subdivision of Blocks 33 to 36, and lots 41 to 44, in Ogden Subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as 2054 W. Roscoe, Chicago, Illinois

P.I.N. 14-19-314-038

DEPT-01 \$12.25
T#4444 TRAN 2275 05/05/88 10:56:00
#1047 # D. * - 88 - 191042
COOK COUNTY RECORDER

88-191042

88191042

This instrument is given to secure payment of the principal sum of **SEVENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100ths** Dollars, and interest upon a certain loan secured by Trust Deed to

Chicago Title and Trust Company

as Trustee dated **February 17, 1988** and recorded in the recorder's Office of above-named County, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said trust deed, have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said trust deed above described, the First Party will, whether before or after the note or notes secured by said trust deed is or are declared to be immediately due in accordance with the terms of said trust deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said trust deed, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious; and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said trust deed, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:

- (1) To the payment of interest on the principal and overdue interest on the note or notes secured by said trust deed, at the rate therein provided;
- (2) To the payment of the interest accrued and unpaid on the said note or notes;
- (3) To the payment of the principal of said note or notes from time to time, remaining outstanding; and unpaid;
- (4) To the payment of any and all other charges secured by or created under the said trust deed above referred to; and
- (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

12.00 MAIL

8 6 0 2 2 8 8 8

First American Title Order # C-2/307 498

88322093

UNOFFICIAL COPY

Assignment of Rents

Box No.

COMMUNITY BANK & TRUST COMPANY OF EDGEWATER

as Trustee

TO



By, Mark E. Frighetto

DOCUMENTS PREPARED BY: COMMUNITY BANK OF EDGEWATER

MAIL TO: FIRST COLONIAL ESCROW SERVICES, INC. 30 No. Michigan Avenue - 3rd Floor Chicago, Illinois 60602

#1355

My Commission Expires April 28, 1989



February day of A. D. 19 88

Given under my hand and Notarial Seal this 17th

Assistant Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument of their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer, respectively, then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes thereof, in and to the effect set forth.

Mark E. Frighetto

President of Community Bank & Trust Company of Edgewater and

Kendall T. Birchard

A Notary Public, in and for said County, in the State aforesaid, Do hereby Certify, that

THE UNDERSIGNED

STATE OF ILLINOIS COUNTY OF COOK

Mark E. Frighetto

Assistant Trust Officer

ATTEST

Kendall T. Birchard

Notary Public

As Trustee as aforesaid, and not personally

COMMUNITY BANK & TRUST COMPANY OF EDGEWATER

IN WITNESS WHEREOF, Community Bank & Trust Company of Edgewater, not personally but as Trustee as aforesaid, has caused its Assistant Cashier, the day and year first above written, presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by this Notary Public, in and for said County, in the State aforesaid, Do hereby Certify, that

88322093

DEPT-01 RECORDING \$12.25 #1111 TRIN 0742 07/21/08 13:52:00 #100 # 13 00 228072 COOK COUNTY RECORDER

This Assignment of Rents is executed by Community Bank & Trust Company of Edgewater 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 Bank & Trust Company of Edgewater, possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said first party or on said Community Bank & Trust Company of Edgewater personally to pay the said principal notes 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 said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said Community Bank & Trust Company of Edgewater personally are concerned, the legal holder or holders of said principal and interest notes 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 principal note, provided.

88191042

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