

# UNOFFICIAL COPY

88370874

Loan No. 01-43944-72

## Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MIDWEST BANK AND TRUST COMPANY  
TRUST NO. 88-07-5545, DATED 07-11-88  
of the VILLAGE of ELMWOOD PARK, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of EIGHTY-THREE THOUSAND AND NO /100  
Dollars (\$ 83000.00), executed a mortgage of even date herewith, mortgaging to

### CRAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Mortgagee, the following described real estate:

PARCEL 1: LOT 1 (EXCEPT THE NORTH 50 FEET THEREOF) IN BLOCK 11 IN MILLS AND  
SONS GREEN FIELDS SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUARTER AND  
THE SOUTH HALF OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER AND THE  
SOUTH HALF OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER AND THE SOUTH  
HALF OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 36, TOWN-  
SHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

COMMONLY KNOWN AS: 1940 72ND COURT, ELMWOOD PARK, ILLINOIS 60635.

PERMANENT INDEX NUMBER: 12-36-406-042

ALSO

PARCEL 2: THE NORTH 33-1/3 FEET OF LOT 75 IN HILLCREST, BEING A SUBDIVISION  
OF THE NORTH ONE HALF OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE  
THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2231 N 74TH AVE., ELMWOOD PARK, ILLINOIS 60635.

PERMANENT INDEX NUMBER: 12-36-212-005

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 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 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 Mortgagee 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 covenants.

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

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this \_\_\_\_\_

day of \_\_\_\_\_ A.D., 19 \_\_\_\_\_

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

\_\_\_\_\_  
(SEAL) \_\_\_\_\_ (SEAL)

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument

as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

MY COMMISSION EXPIRES \_\_\_\_\_

INDIVIDUALS

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# UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its \_\_\_\_\_  
Vice \_\_\_\_\_ President and its corporate seal to be hereunto affixed and attested by its \_\_\_\_\_ Asst. Trust

Officer \_\_\_\_\_  
Secretary this 14TH day of JULY, A. D., 19 88

SEE EXCULPATORY RIDER  
ATTACHED TO AND  
MADE PART HEREOF.

MIDWEST BANK AND TRUST COMPANY

ATTEST  
Angela McClain  
Asst. Trust Secretary Officer

By \_\_\_\_\_  
Vice President

DEPT-01 RECORDING \$13.25  
T#2222 TRAN 4531 08/16/88 12:05:00  
#4175 B \*-88-370874  
COOK COUNTY RECORDER

STATE OF ILLINOIS } SS.  
COUNTY OF Cook

I, Ellen Vesley, a Notary Public in and for said County, in  
the State aforesaid, DO HEREBY CERTIFY THAT Barbara Love, Vice  
President of MIDWEST BANK AND TRUST COMPANY

and Angela McClain Asst. Trust Officer Secretary of said Corpora-  
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-  
ment as such Vice President, and Asst. Trust Officer 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, for the uses and purposes therein set forth;  
and the said Asst. Trust Officer Secretary then and there acknowledged that she as custodian of the  
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as her  
own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 25th day of JULY, A. D., 19 88

"OFFICIAL SEAL"  
Ellen Vesley  
Notary Public, State of Illinois  
My Commission Expires Feb. 25, 1990

Ellen Vesley  
Notary Public.

MY COMMISSION EXPIRES 2/25/90

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS  
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,  
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639



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CORPORATIONS AND TRUSTEES

NOT COMMISSION EXPIRES

Notary Public

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

as \_\_\_\_\_ free and voluntary act for the uses and purposes therein set forth.

appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument.

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

I, the undersigned, a Notary Public in \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_

(SEAL) \_\_\_\_\_ (SEAL) \_\_\_\_\_

day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19 \_\_\_\_\_

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

any payment secured by the mortgage or after a breach of any of its covenants.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in said Mortgage shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

detailee and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and

signed to promptly pay said rent on the first day of each and every month, in and of itself constitute a forcible entry and

the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the under-

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for

and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Mortgagee 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 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 commission, to a real estate broker for leasing said premises and collecting rents

Mortgagee may do.

in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the

as it may consider expedient, and to bring or defend any suits in connection with said premises in its own name or in the name(s) of the undersigned,

discretion, and to do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own

said property, and do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of

those certain leases and agreements now existing upon the property heretofore described.

an absolute transfer and assignment of all such leases and agreements and all the avals hereunder unto the Mortgagee and especially

to, or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed

or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish

one or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed

or which may be made or agreed to by virtue of any lease, either oral or written, or any letting of, or any agreement for the

derigned hereby assign, transfer and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the un-

derigned hereby assign, transfer and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due

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

COMMONLY KNOWN AS 1940 22ND COURT, ELWOOD PARK, ILLINOIS 60635

ADDITIONAL SECURITY: 2231 N. 74TH AVENUE, ELWOOD PARK, ILLINOIS 60635

Office

478070888

01-43944-22

3 0 3 7 0 8 88370874

*Handwritten signature*

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THIS INSTRUMENT WAS PREPARED BY RICHARD J. JOHNS  
CRAIG FEDERAL SAVINGS AND LOAN ASSOCIATION,  
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

Property of Cook County

Notary Public

*Ellen Vesley*

OFFICIAL SEAL  
Ellen Vesley  
Notary Public, State of Illinois  
My Commission Expires Feb. 25, 1998

7/19/88

GIVEN under my hand and Notarial Seal, this 25th day of JULY A. D. 19 88  
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth,  
her own free  
and the said Asst. Trust Officer, Secretary then and there acknowledged that she as custodian of the  
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;  
ment as such Vice President, and Asst. Trust Officer, Secretary, respectively, appeared before me  
this day in person and acknowledged that they signed and delivered the said Instrument as their own free and  
and Angela McClain Asst. Trust Officer  
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-  
ment as such Vice President, and Asst. Trust Officer, Secretary, respectively, appeared before me

the State aforesaid, DO HEREBY CERTIFY THAT Barbara Vesley, Vice  
President of MIDWEST BANK AND TRUST COMPANY  
Notary Public in and for said County, in  
Ellen Vesley

STATE OF ILLINOIS }  
COUNTY OF Cook }  
SS

DEPT-01 RECORDING \$13.25  
1#2222 TRAN 4531 08/16/88 12:05:00  
\$4175 # B \* -88-370874  
COOK COUNTY RECORDER

By *[Signature]* President  
MIDWEST BANK AND TRUST COMPANY  
Vice

Asst. Trust Secretary Officer  
ATTEST *[Signature]*  
MADE PART WHEREOF  
ATTACHED TO AND  
SEE EXCEPTORY RIDER  
Secretary this 14th day of JULY A. D. 19 88

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its  
Vice President and its corporate seal to be hereunto affixed and attested by its  
Asst. Trust Officer

SECRETARY OF STATE