

KNOW ALL MEN BY THESE PRESENTS, that whereas, NBD SKOKIE BANK, N.A. f/k/a 1st

National Bank of Skokie not personally but solely as trustee UTA dtd 12/18/87 Tr#52463T of the City of Chicago, County of Cook, and State of Illinois, in order to secure an indebtedness of -----NINE THOUSAND ONE HUNDRED SIXTY FOUR AND 94/100----- Dollars (\$ 9,164.94) executed a mortgage of even date herewith, mortgaging to RUBEN HARRIS as Trustee

the following described real estate:

Lot 131 in the Resubdivision of Lots 1, 2 and 4 to 30, both inclusive, in Block 1; Lots 1 to 30 in Block 2, Lots 1 to 30 in Block 3; Lots 1 to 9, 12 to 29 in Block 4; Lots 1 to 5, 8 to 29 in Block 5; Lots 1 to 30 in Block 6; Lots 1 to 30 in Block 7 and Lots 1, 2, 6 to 30 in Block 8 all in Dewey and Castetter's Subdivision of Blocks 1, 2, 3 and 4 in the Subdivision by Frederick L. Jones and others in the West half of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

Commonly known as: 1505 W. 71st Place Chicago, IL 60636 P. I. N. 20-29-105-016

HARRIS LOAN & MORTGAGE CORP.

and, whereas, INTERCONTINENTAL CENTER, MAYWOOD, ILLINOIS 60153 is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned NBD SKOKIE BANK, N.A. f/k/a 1st National Bank of Skokie not personally but solely as trustee UTA dtd 12/18/87 Trust #52463T hereby assign (s), transfer (s) and set (s) over unto HARRIS LOAN & MORTGAGE CORP.

hereinafter referred to as the CORP. 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 or occupancy 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 CORP. under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the CORP. and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said CORP. the agent of the undersigned for the management of said property, and do hereby authorize the CORP. 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 CORP. may do.

It is understood and agreed that the said CORP. 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 CORP. 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 of such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the CORP. 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 CORP. 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 CORP. shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

RUBEN HARRIS INTERCONTINENTAL CENTER MAYWOOD, ILLINOIS 60153

(SEAL) (SEAL) (SEAL) (SEAL)

STATE OF ILLINOIS) COUNTY OF COOK) 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

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UNOFFICIAL COPY

DEPT-01 \$13.00
T#4444 TRAN 1760 08/23/88 13:23:00
#1598 # D * -88-382512
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

-88-382512

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08/23/88

08/23/88

UNOFFICIAL COPY

My commission expires: 9-24-89

Notary Public

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GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 22nd day of December, A.D.

I, Joseph F. Sochacki, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT Vice President of the FIRST NATIONAL BANK OF SKOKIE and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Bank for the uses and purposes therein set forth, and said Bank did affix the corporate seal of said Bank to said instrument in its own free and voluntary act and as the free and voluntary act of said Bank, for uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK) ss

BY: [Signature] Assistant Vice President
ATTEST: [Signature] Secretary

NBD SKOKIE BANK, N.A. f/k/a
FIRST NATIONAL BANK OF SKOKIE as Trustee
as aforesaid and not personally, but
solely to bind the Trust Estate

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the FIRST NATIONAL BANK OF SKOKIE or any of the beneficiaries under said Trust Agreement, including the sequestering of any proceeds, monies or properties, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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