

89403854

13.00

UNOFFICIAL COPY

ASSIGNMENT OF RENTS
AMERICAN NATIONAL BANK AND TRUST COMPANY

KNOW ALL MEN BY THESE PRESENTS, that U/T #109089-03, DATED AUGUST 1, 1989 of the County of Cook, and State of Illinois, in order to secure an indebtedness evidenced by an Installment Note have executed a mortgage of even date herewith mortgaging to the National Security Bank of Chicago, a national banking association (herein referred to as the "Bank"), the following described real estate:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

PARCEL 1:

LOT 22 IN BLOCK 2 IN CHICAGO HEIGHTS, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 AND 2 IN BLOCK 5 IN HOWSER'S SUBDIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 13-33-200-003-0000, 13-28-324-018-0000 and 13-28-324-019-0000

Property Address: 5153 West Fullerton Avenue, Chicago, Illinois 60639 and 2458 North Luna Avenue, Chicago, Illinois 60639

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

It is agreed that the Bank 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 Bank, 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 attorney agents and servants as may reasonably be necessary.

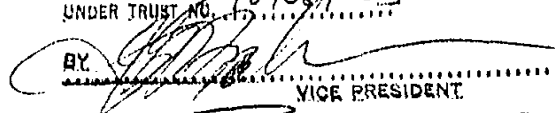
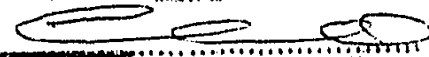
It is agreed that the Bank will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is further 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 Bank 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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 22nd day of August A.D., 1989

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

_____(SEAL) _____(SEAL)
_____(SEAL) _____(SEAL)

American National Bank And Trust Company of Chicago
NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE
UNDER TRUST NO. 109089-03
BY: 
VICE PRESIDENT

ASSISTANT SECRETARY

91m007A 77 Howser 738 Live #7

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ASSISTANT SECRETARY

VICE PRESIDENT

BY

UNDER TRUST NO. 10989-03

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE

(SEAL)

(SEAL)

(SEAL)

(SEAL)

This instrument is executed by the undersigned (and Trustee, not personally but solely as Trustee) in the exercise of the power and authority conferred upon and vested in it as such Trustee in an express instrument and entered into in the premises, and the undersigned hereby certifies that the execution of this instrument is in accordance with the provisions of the instrument and the instrument is a true and correct copy of the instrument as the same appears on the records of the Trustee on account of the Trust in the instrument.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 22nd day of August, A.D., 1989

attorney shall terminate. to the Bank shall have been fully paid, at which time this assignment and power of in full force and effect until all of the indebtedness or liability of the undersigned hereto and shall be construed as a covenant running with the land, and shall continue benefit of the heirs, executors, administrators, successors and assigns of the parties premises. This assignment and power of attorney shall be binding upon and inure to the demand maintain an action of foreclosure and detainer and the Bank may in its own name and without any notice or a forced entry and detainer and the Bank may in its own name and without any notice or pay said rent on the first day of each and every month shall, in and of itself constitute rate per month for each room, and a failure on the part of the undersigned to promptly assigned will pay rent for the premises occupied by the undersigned at the prevailing It is further agreed that in the event of the exercise of this assignment, the under-

covenants. It is agreed that the Bank 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 agents and servants as may reasonably be necessary. broker for leasing said premises and collecting rents and the expense for such attorney including taxes, insurance, assessments, usual and customary commissions to a real estate and also toward the payment of all expenses for the care and management of said premises, the undersigned to the Bank, due or to become due, or that may hereafter be contracted, and profits toward the payment of any present or future indebtedness or liability of It is agreed that the Bank shall have the power to use and apply said avails, issues

everything that the Bank may do. The undersigned do hereby irrevocably appoint the Bank the agent of the undersigned for the management of said property, and do hereby authorize the Bank to let and re-let said premises or any part thereof, according to its own discretion, and to 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 such leases and agreements and all the avails hereunder unto the Bank and especially those leases and agreements now existing upon the property heretofore described. being the intention hereby to establish an absolute transfer and assignment of all or which may be made or agreed to by the Bank under the power herein granted, it herein described which may have been heretofore or may be hereafter made or agreed letting of, or any agreement for the use or occupancy of any part of the premises hereafter become due under or by virtue of any lease, either oral or written, or any over unto the Bank, its successors and assigns, all the rights now due or which may consideration of said transaction, the undersigned hereby assigns, transfer and set and whateas, said Bank as the holder of said mortgage and the note secured thereby:

458303854

E H Walters P J Bernick

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1989 AUG 29 PM 2:41

COOK COUNTY, ILLINOIS

Property of Cook County

This instrument was prepared by Maria Vega, whose address is, 1030 West Chicago Avenue, Chicago, Illinois 60622.

National Security Bank of Chicago
1030 West Chicago Avenue
Chicago, Illinois 60622

BOX 359

RETURN TO:

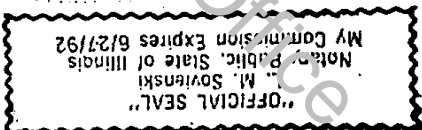
NOTARY PUBLIC

M. S. ...

AUG 22 1989 A.D. 19

day of

GIVEN under my hand and Notarial Seal, this



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT the above named persons personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS
()
COUNTY OF COOK
()
SS

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 13-33-200-003-0000, 13-28-324-018-0000 and 13-28-324-019-0000

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