

UNOFFICIAL COPY

89499321

Assignment of Rents

FOR CORPORATE TRUSTEE

Loan No. 89499321

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO organized and existing under the laws of the United States of America national banking association

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 September 29, 1989 and known as trust number 109451-03

in order to secure an indebtedness of NINETY-EIGHT THOUSAND AND NO/100 DOLLARS (\$98,000.00),

executed a mortgage of even date herewith, mortgaging to

CENTRAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

the following described real estate:

Lot 3 in Block 6 in C. T. Yerke's Subdivision of Blocks 33 to 36, 41 to 44 in the Subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, except the South West 1/4 of the North East 1/4 in the South East 1/4 of the North West 1/4 and the East 1/2 of the South East 1/4 thereof in Cook County, Illinois.

and, whereas, said Mortgage is the holder of said mortgage and the note secured thereby Commonly Known As: 3453 N. Oakley Chicago, IL

NOW, THEREFORE in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporate trustee hereby assigns, transfers, and sets over unto said Mortgagee, 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, which may be made or agreed to by the Mortgagee 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 Mortgagee and especially unto certain leases and agreements now existing upon the property hereinabove described.

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

It is understood and agreed that the said Mortgagee 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 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, and all and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

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

This assignment of rents is executed by said corporation 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 corporation hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said corporation, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said corporation, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note 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 note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 13th day of October, A.D. 1989.

ATTEST: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO Solely as Trustee as aforesaid, and not personally BY: Secretary Vice President

STATE OF ILL.) ss. I, Octavia M. Grothe the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT J. MICHAEL WALKER,

personally known to me to be the VICE PRESIDENT President of American National Bank and Trust Company of Chicago a corporation, and Anita M. Lutz, Secretary of said corporation, and 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 severally acknowledged that as such Officers, they signed and delivered the said instrument as such Officers 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 13th day of October, A.D. 1989. My Commission Expires 10/2/91 Notary Public

THIS INSTRUMENT WAS PREPARED BY Marta B. Figueredo Central Savings and Loan Association of Chicago Belmont at Ashland Chicago, Illinois 60657

FORM 11 Standard Corporate Trustee Form Assignment of Rents for use with Standard Mortgage Form 3081 11 and Standard Promissory Installment Note Form 318C 11 of the Accounting Division, AS & AS, INC., 111 E. Wacker Drive, Chicago, Illinois 60601

Handwritten notes on the left margin: 100 24 29/9/88CEL

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BOX 333 - TH

Chicago, Illinois 60657

FEDERAL
CENTRAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO
1601 W. Belmont Ave
Belmont At Ashland

MAIL TO:

Property of Cook County Clerk's Office