

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

DEC 12 1989 12:39

KNOW ALL MEN BY THESE PRESENTS, that whereas, MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION  
 a corporation organized and existing under the laws of the State of Illinois  
 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 November 17,  
1989, and known as trust number 12228, in order to secure  
 an indebtedness of THIRTY TWO THOUSAND AND NO/100 Dollars  
 (\$32,000.00) Executed a mortgage of even date herewith, mortgaging to

13.00

DAMEN SAVINGS AND LOAN ASSOCIATION  
 the following described real estate:

Lot 35 in Block 4 in Samuel J. Walker's Dock Addition to Chicago in  
 the North East 1/4 of Section 30, Township 39 North, Range 14 East of  
 the Third Principal Meridian, in Cook County, Illinois.  
 1932 W- 22nd Place, Chicago IL 60608/ Permanent Index #17-30-200-0326  
 and, whereas, DAMEN SAVINGS AND LOAN ASSOCIATION 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, MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION  
 hereby assign, transfer and set over unto

DAMEN SAVINGS AND LOAN ASSOCIATION  
 hereinafter referred to as the Association, 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 Association  
 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 Association and especially those certain  
 leases and agreements now existing upon the property hereinabove described.

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

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

It is understood and agreed that the Association 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 Association 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.

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

This assignment of rents is executed by MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION  
 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 MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION 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

MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION 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

MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION 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, MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION  
 not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and

its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 17th  
November, A. D. 1989.

ATTEST Jose Schreiner  
 Assistant Secretary

MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION  
 As Trustee as aforesaid and not personally  
 By [Signature] Vice President

This instrument is executed by the Marquette National Bank, not personally, but only as Trustee, and no personal liability is assumed by or shall be enforced against said Marquette National Bank because of or on account of the making of this instrument.

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UNOFFICIAL COPY

Assignment of Rents

Box \_\_\_\_\_

MARQUETTE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED 11-17-89 AND KNOWN AS TRUST #12228

TO

FAIR SAVINGS AND LOAN ASSOCIATION

BOX 333-CG

Loan No. DR 8692-7

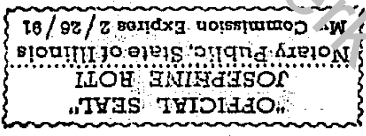
O. K. Press, Chicago

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COOK COUNTY, ILLINOIS FILED FOR RECORD 1989 DEC 12 AM 11:36

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STATE OF ILLINOIS COOK COUNTY OF ... SS. I, Josephine Roti, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Joseph W. Schenck, Vice President of MARQUETTE NATIONAL BANK and Assistant Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and 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 corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth GIVEN under my hand and Notarial Seal, this 21st day of November, A. D. 1989 My Commission Expires

Josephine Roti Notary Public