

5 All

Assignment of Rents

FOR CORPORATE TRUSTEE

12 00

89029857

Loan No. 5798-1

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, A National Banking Association
incorporated, organized and existing under the laws of the United States of America

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 December 31, 1988 and known as trust number 28943

in order to secure an indebtedness of THIRTY-FIVE THOUSAND AND NO/100----- Dollars (\$35,000.00)

executed a mortgage of even date herewith, mortgaging to UNIVERSAL SAVINGS AND LOAN ASSOCIATION

the following described real estate:
Lot Forty-three (43) in Echols and Dickson's Subdivision of Block Twelve (12) in the
Canal Trustees' Subdivision of the West Half (1/2) of Section Five (5), Township
Thirty-nine (39) North, Range Fourteen (14), East of the Third Principal Meridian, in
Cook County, Illinois and commonly known as 1243 North Bosworth Avenue, Chicago, Illinois.
PTN#17-05-116-033-0000

and, whereas, said Mortgagee 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 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, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the in-
tention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto
the Mortgagee and especially those 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 suit 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 be-
come 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, fees and customary commissions to a real estate broker for leasing said prem-
ises 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 un-
der- signed to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and
detrainer and the said Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and
detrainer 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 afore-
said, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebted-
ness 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 Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer
Secretary, this 10th day of January, A.D., 1989

THE COSMOPOLITAN NATIONAL BANK OF CHICAGO

ATTEST:

Eileen F. Gambardino
Trust Officer

As Trustee as aforesaid and not personally

Rose M. Trulis
BY Vice-President

STATE OF ILLINOIS
COUNTY OF COOK

ss. I, Sandra Steffens the undersigned, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rose M. Trulis,

personally known to me to be the Vice President of The Cosmopolitan National Bank of Chicago

a corporation, and Eileen F. Gambardino, personally known to me to be the Trust Officer
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, pur-
suant 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 10th day of January, A.D. 1989



Sandra Steffens
Notary Public

THIS INSTRUMENT WAS PREPARED BY:
UNIVERSAL SAVINGS AND LOAN ASSOCIATION
1800 South Halsted Street
Chicago, Illinois 60608
Lorraine Kirsten

BOX 333-CC

71-93-158 F2 HQ How J

89029857

UNOFFICIAL COPY

1989 JAN 19 AM 10:52

Property of Cook County Clerk's Office

1989 JAN 19 AM 10:52

89029857

89029857

89051925

OFFICIAL SEAL
SHERIFF ARCHAS
MORRIS TO STATE CLERK YRATON
18-23-89