

Assignment of Rents  
UNOFFICIAL COPY

ELMHURST FEDERAL SAVINGS AND LOAN ASSOCIATION  
First National Bank of Lockport Loan No. 95529

89116015

a corporation 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 February 10, 1989 and known as trust number 72-21200

in order to secure an indebtedness of One-hundred-seventy-six-thousand-and-no/100---- Dollars (\$176,000.00 ),  
executed a mortgage of even date herewith, mortgaging to ELMHURST FEDERAL SAVINGS AND LOAN ASSOCIATION

the following described real estate: LOT 13 OF PLAT OF CORRECTION OF FINAL PLAT OF BRIEDIS  
SUBDIVISION, A PLANNED UNIT DEVELOPMENT OF THE EAST 1/2 OF  
LOT 19 IN COUNTY CLERKS DIVISION (EXCEPTING THEREFROM THE  
WEST 230 FEET OF THE NORTH 757.58 FEET) OF SECTION 32,  
TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

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 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 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 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 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, usual 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 under-  
signed to promptly pay said rent on the first day of each 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 aforesaid,  
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 Trust Off. ~~XXXXX~~, and its corporate seal to be hereunto affixed and attested by its Asst. Cashier  
~~XXXXX~~, this 10th day of March, A.D., 1989

ATTEST: Leonard P. Widner  
Asst. Cashier

First National Bank of Lockport  
As Trustee as aforesaid and not personally  
BY: ~~XXXXX~~ Trust Officer  
President

STATE OF \_\_\_\_\_ } as. I, \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } the undersigned, a Notary Public in  
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donna J. Wroblewski  
personally known to me to be the Trust Off. ~~XXXXX~~ of First National Bank of Lockport

a corporation, and Leonard P. Widner, personally known to me to be the Asst. Cashier  
~~XXXXX~~ 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 March, A.D. 1989

THIS INSTRUMENT WAS PREPARED BY:  
THIS DOCUMENT WAS PREPARED BY:  
Fred Messerschmidt

Jackie Kozak  
Notary Public  
"OFFICIAL SEAL"  
JACKIE KOZAK  
Notary Public, State of Illinois  
My Commission Expires 4/3/92

ELMHURST FEDERAL SAVINGS & LOAN ASSOCIATION  
1001 AND ADDISON STS.  
ELMHURST, ILLINOIS 60126

5188204-R.W.W.

89116015

Exoneration Provision restricting any  
use of this Trustee to proceed  
without the Trustee's written consent  
Number of copies to be prepared  
Reverse Side Hereof

03/16/89

UNOFFICIAL COPY

COOK COUNTY

Property of Cook County Clerk's Office

89116015

THIS INSTRUMENT IS EXECUTED BY THE FIRST NATIONAL BANK OF WOODPORT, NOT PERSONALLY BUT SOLELY AS TRUSTEES AS AFORESAID. ALL THE POWER AND AUTHORITY CONFERRED BY THE INSTRUMENT UPON THE FIRST NATIONAL BANK OF WOODPORT BY THE STATE OF MISSOURI ARE HEREBY ACCEPTED AND EXERCISED BY THE TRUSTEES AS AFORESAID.

DEFT-01 \$12.25  
T#1111 TRAN 6931 03/16/89 09:50:00  
#3777 # 1-1-116015  
COOK COUNTY RECORDER

89116015

12<sup>th</sup> Mail