کم	Assignment of Rents (Individual, Corporation, and Corporate Land Trustee) 8919397	'2
VC 991255 200	KNOW ALL MEN BY THESE PRESENTS, that the undersigned, 1ST OF AMERICA TRUST COMPANY TRUST NO. 10165, DATED 02-24-88 of the VILLAGE of BANNOCKBURNCounty of LAKE , and State of ILLINOIS	
6	in order to secure an indebtedness of ONE HUNDRED TEN THOUSAND AND NO /100	
Š.	Dollars (\$ 110000.00), executed a mortgage of even date herewith, mortgaging to	-
\mathcal{O}	Dollars (\$	
_	CRAGIN FEDERAL BANK FOR SAVINGS	
	hereinafter referred to as the Mortgagee, the following described real estate: LOTS 1 AND 2 IN BLOCK 11 IN FIRST ADDITION TO FRANKLIN PARK IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 9751 SCHILLER BLVD., FRANKLIN PARK, ILLINOIS 60131. PERMANENT INDEX #12-28-222-007	,
	COMMONLY KNOWN AS: 9751 SCHILLER BLVD., FRANKLIN PARK, ILLINOIS 60131	
	and, whereas, said Mortgagee is the bolder 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 hereby assign—transfer—and set—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 premise, berein 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.	9
	The undersigned, do hereby irrevocably (pp) int the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgage, 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 name(s) of the undersigned as it may consider expedient, and to make such repairs (the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might co, hereby ratifying and confirming anything and everything that the Mortgagee may do.	
	It is understood and agreed that the 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 indersigned to the 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, usual and customary commissions to a real state broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonally to 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 mont; 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 mont! shall, in and of itself constitute a forcible entry and detainer and the Mortgagee may in its own name and without any notice or donard, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of ittories shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties he etc and shall be constructed as a Covenant running with the land, and shall continue in full force and effect until all of the indeb edcess or liability of the undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of attaces whall 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.	
ļ	The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter. IN WITHESS WHEREOF, this assignment of rente is encounted, souled and delivered this	
	ýs.	on.
	day of A.D., 19	3
	(SEAL)	9
N	(SEAL)	ş
D	STATE OF	Z
V		
D	and for said County, in the State aforesaid, DO HEREBY CERTIEN THAT	
U	personally known to me to be the same person whose name subscribed to the foregoing instrument,	<i>J</i>
?	appeared before me this day in person, and acknowledged that signed, scaled and delivered the said instrument	₹ <i>3</i>
S		

Notary Public

UNOFFICIAL COPY

	187 day of	APRIL	_, A. D., 19_89
 (a) For the second contract of the second contract of	::		1ST OF AMERICA TRUST COMPAN
ATTEST			
See attached	Exculpatory cla	use for signature	BySee attached Exculpatory clause for sign President
	Secretary		a resident
			89193972
	ILLINOI	s v	03130312
STATE OF	ILLINOI	ss.	
COUNTI OF			, a Notary Public in and for said Coun-
the State alomsa	id, DO HEREBY (CERTIFY THAT	TOTAL TOURT COMPANY
	President of	181 OF AME	KICA IRUST COMPANY
and who are no	rechally known to	ma to be the com	Secretary of said Core persons whose names are subscribed to the foregoing in
ment as such	on and icknowler	President, and	Secretary, respectively, appeared before ned and delivered the said Instrument as their own free said Corporation, for the uses and purposes therein set if
and the said		Secretary	then and there acknowledged thatas custodian o
corporate seal of	said Corporation	lid affix the corporat	te seal of said Corporation to said Instrument as
and voluntary ac	t and as the free	nd voluntary act	te seal of said Corporation to said Instrument asown of said corporation, for the uses and purposes therein set f
GIVEN ur	ider my hand and	Notral Seal, this	1ST day of APRIL . A. D., 19
		C'	
		0	See attached Exculpatory clause for sign
		0/	Notary Pu
		- T	
	MISSION EXPIR	ES	
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9193972 KW			ONDER CLOSE STATES
MA COWI	FRUMENT WAS	PREPARED BY	te seal of said Corporation to said Instrument as own of said corporation, for the uses and purposes therein set if 1ST day of APRIL A.D., 19 See attached Exculpatory clause for sign Notary Purposes and purposes therein set if APRIL A.D., 19 See attached Exculpatory clause for sign Notary Purposes and purposes therein set if APRIL A.D., 19 See attached Exculpatory clause for sign Notary Purposes and purposes therein set if APRIL A.D., 19 See attached Exculpatory clause for sign Notary Purposes and purposes therein set if APRIL A.D., 19 See attached Exculpatory clause for sign Notary Purposes and purposes therein set if APRIL A.D., 19 See attached Exculpatory clause for sign Notary Purposes and purposes therein set if APRIL A.D., 19 See attached Exculpatory clause for sign Notary Purposes and purposes therein set if APRIL A.D., 19 See attached Exculpatory clause for sign Notary Purposes and purposes and purposes therein set if APRIL A.D., 19 See attached Exculpatory clause for sign Notary Purposes and Pur
THE INS	^{rrument} was Cragin Fedi	PREPARED BY ERAL BANK FO	RICHARD J. JOHNS >>
MY COMI	TRUMENT WAS	PREPARED BY ERAL BANK FO	RICHARD J. JAHNS >> IR SAVINGS X800XXXXXXX
THS INS	TRUMENT WAS	PREPARED BY ERAL BANK FO	RICHARD J. JOHNS >>
THE INS	TRUMENT WAS	PREPARED BY ERAL BANK FO	RICHARD J. JAHNS >> IR SAVINGS X800XXXXXXX

CODK CODNIN RECORDER #8668 # D * -88-T63855 00:74:21 98/10/20 ENTA MANT PEPPHT \$73.00

Rider attached to and made a part of the \$110,000.00 Assignment of Rents dated April 1, 1989 between First of America Trust Company, not personally, but as Trustee under Trust No. 10165 and Cragin Federal Bank for Savings.

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties here-to, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, under-takings and agreements herein made on the part of First of America Trust Company while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said First of America Trust Company are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by First of America Trust Company or for the purpose or with the intention of binding said First of America Trust Company personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said First of America Trust Company not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against First of America Trust Company on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement First of America Trust Company covenants, indemnities, undertakings and agreements by First of America the terms of the land trust agreement First of America Trust Company has no obligations or dutie; in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said trust company has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained First of America Trust Company is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control. First of America Trust Company as

Trustee of Trust No. _

and not personally.

10165

em

Assistant Trust Officer

ATTEST:

Senior Vice President and Trust Officer

STATE OF ILLINOIS

SS. COUNTY OF L A K E

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that B. JANE HENRY, ASSISTANT TRUST OFFICER of FIRST OF AMERICA TRUST COMPANY, and DOYLE M. VEATHERS, SENIOR VICE PRESIDENT & TRUST OFFICER of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Senior Vice President & Trust Officer respectfully, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Senior Vice President & Trust Officer then and there acknowledged that said Senior Vice President & Trust Officer, as Custodian of the Corporate Seal of said Company, did affix the Corporate Seal of Said Company to said instrument as said Senior Vice President & Trust Officer's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

BY:

GIVEN under by hand and notarial seal this lath day of April, 1989.

"OFFICIAL SEAL" Patricia D. Biastock Notary Public, State of Illinois My Commission Expires 10/29/91 Parricia Notary Public

UNOFFICIAL COPY

Property of County Clerk's Office

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