Chicago Title and Trust Company

Loan No. 95561

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

May 17, 1989

, and known as trust number

1092606

in order to secure an indebtedness of

Fifty-thousand-and-no/100------Dollars (\$ 50,000.00

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

the following described real estate:

LOTS 49 AND 50 IN BLOCK 16 IN JOHN EBERHART'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

60629 Property Address: 6640 S. Kedzie, Chicago, IL Permanent Index No. 19-23-231-018 and, whereas, said '10 tgagee 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 trimtee 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 unit of 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 obsolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially have 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 saits 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

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 lany present for future includedness 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, assessment, 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 further understood and agreed, that in the rent of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevail or 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 are 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 atterney 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 atterney shall terminate.

It is understood and agreed that the Mortgagee will not one case its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its evenants.

The failure of the said Mortgagee to exercise any right which it with an exercise hereunder shall not be deemed a waiver by the

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.

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 or poration hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agred 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 he cunder, 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 payme at thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the payme at the guarantor, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as rivesaid, has caused these presents to be signed by its

President, and its corporate seal to be hereunto affixed and atterieu by its

Secretary, this

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A.D., 19 88

ta it Vi re-President, and its corporate ed for its Assi IN WITNESS WHEREOR Chicago Title and Trust Company, not personally but as Trustee as aforesaid, he to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

day of

EMMON A Trustee a _ASSISTANT VICE-PRESIDENT

Corporate Seal

. ASSISTANT SECRETARY

STATE OF ILLINOIS. SS

"OFFICIAL SEAL" Sheila Davenport Notary Public, State of Illinois My Commission Expires 9/21/91 1, the undersigned, a Notary Public in and for the County and State aforesaid. DO HER/BY FERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantof, perfonally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary; as custodian of the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary when and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth. JUN 1 4 1989

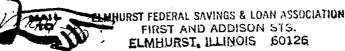
Given under my hand and Notarial Scal this Notarial Sea

aven

NF86-1

Notary Public

THIS INSTRUMENT WAS PREPARED BY:



UNOFFICIAL COPY

Property of Cook County Clerk's Office T#1111 TRAN 1768 06/21/87 10:10:00 #4555 # A *-87-263233