a corporation organized and existing under the laws of the SIATE 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 JUNE 5, 1989

, and known as trust number 1-2880

in order to secure an indebtedness of SIX HUNDRED SEVENTY TWO THOUSAND AND NO/100

Dollars (\$ 672,000.00

BOX #494

89300925

executed a mortgage of even date herewith, mortgaging to

SOUTHWEST FEDERAL SAVINGS AND LOAN ASSOCIATION

the following described real estate:

REFER TO ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

\$12.66

6115 WEST 9477 STREET OAK LAWN, IL 60453 P.I.N.: 24-05-303-065-0000

THAN 3020 06/30/79 15 96:00 #7848 # A # ~ G 9 ~ B 0 6 9 2 5 CODY COUNTY RECORDED

and, whereas, said Mo ige see is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in noter to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporate trusted for the present assigns, transfers, and sets over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may became to become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occurancy 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 or train leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby in exceptly 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 it collection 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 raight do, hereby ratifying and confirming anything and everything that the said Mortgagee may do.

It is understood and agreed that the said Mortragee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indeliness 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, assessments, usual and content of 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 even's of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rise 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 wir, month shall, in and of itself constitute a forcible entry and detainer and the said Mortgagee may in its own name and without a younge or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be hinding upon and interest to the being, 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 un'il 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 exercis the rights under this Assignment until after default in

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 covenance.

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.

naid Mortgagee of its right of exercise thereafter. This assignment of rents is executed by said corporation not personally but as Trustie 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 as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing here under, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mor gagee 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 water 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 person. I ability of the guarantor, if any.

any.
IN WITNESS WHEREOF IND ARGAGINATION FOR DESCRIPTION DOT DESCRIPTION DUTY AS Trustee as aforesaid. Les caused these presents

to be signed by its

Vice

President, and its corporate seal to be hereunto affixed and attested by its Mortgage

Secretary, this

June

, a.d., 19 89

As Trustee as aforesaid and not personally

ATTEST) Section

un resident

٠

STATE OF COUNTY OF

Cook

I.

Mary Kay Burke

the undersigned, a Notary Public in 3

and for said County, in the State aforesaid. DO HEREBY CERTIFY THAT

"OFFICIAL SEAL"

ry Kay Burl

Jeffrey C. Scheiner

PALOS BANK AND TRUST COMPANY

personally known to me to be the

President of Vice

Palos Bank and Trust Company

personally known to me to be the Mortgage a corporation, and Peggie Deutsch 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, particularly, 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

day of

. A.D. 19 89

Surla. Notary Public

June

Probable Problem 110 Standard Mortgage Form 30MCTI and Standard Promissory Installment Note Form 31NCTI (369). 111 E. Wacker Drive, Chicago, Illinois 60601 32 ARCTI-Standard Corporate Country of the Accounting Division district

Property of County Clerk's Office

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My Control State of Biance

UNOFFICIAL COPY

LOAN NO.: 0000-8840-2

BORROWER/ENTITY: JOSEPH F. WYDRA

LEGAL DESCRIPTION

<u>Addendum</u>

A PART OF LOT 25 IN OAK LAWN FARMS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 5. TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4) WHICH PART OF LOT 25 IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF THE WEST 1/2 OF THAT PART DE SAID LOT 25 WHICH LIES WEST OF THE EAST 33 FEET AND NORTH OF THE SOUTH AGT FEET MEASURED PERPENDICULARY THEREOF, AT A POINT WHICH IS 33 FEET SOUTH FROM THE NORTH LINE OF SAID LOT 25, RUNNING THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 AFORESAID. A DISTANCE OF 123.86 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 401 FEET AFORESAID A DISTANCE OF 111 0° FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 25; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH AUT FEET AFORESAID A DISTANCE OF 111 0° FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 25; THENCE NORTH ALONG SAID WEST LINE OF LOT 25 A DISTANCE OF 193.73 FEET OF TAID LOT 25 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 33 FEET OF SAID LOT 25 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 33 FEET OF SAID AD DISTANCE OF 151.10 FEET TO THE POINT OF BEGINNING. IN JOOK COUNTY, ILLINOTS

6115 WEST 94TH STREET OAK LAWN, IL 60453

P.1.N.: 24-05-303-065-0000

Prepared By \$300925

Moulto:
Southwest Tederal Stl.
Assn. of Cricago
4062 Servenwest Highway
Hometown, IL. 60456

attn: Cynthia Beilko