

# UNOFFICIAL COPY

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## ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, a National Banking

Association, as Trustee U/T/A dated 11/13/79 known as Trust No. 101956 & not personally,

executed a Mortgage of even date herewith, mortgaging to FIRST OF AMERICA BANK - GOLF MILL, an Illinois Banking Corporation as Mortgagee, the following described real estate:

LOTS 23 AND 24 IN GOODSON AND WIERONS 5TH DEVON-CICER AVENUE ADDITION BEING A SUBDIVISION OF PART OF THE SOUTH 35 ACRES OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14<sup>00</sup>

Permanent Real Estate Index Number(s): 10-34-314-034-0000 and 10-34-314-035-0000  
Address(es) of premises: 6520 N. Keating Avenue, Lincolnwood, IL

and, whereas, the FIRST OF AMERICA BANK - GOLF MILL 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 hereby assigns, transfers, and sets over unto said FIRST OF AMERICA BANK - GOLF MILL of Niles, Illinois, hereinafter referred to as the "Bank", and/or its successors and assigns, all of 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 hereindescribed, which may have been heretofore or may hereafter be made or agreed to, or which may be made or agreed to by the Bank 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 Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and does hereby authorize the Bank 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 Bank may do.

It is understood and agreed that the said Bank 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 Bank, 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 estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

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It is understood and agreed that the Bank 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.

It is further understood and agreed, that in the event of the exercise by 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 undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Bank 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 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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Bank of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this 18th day of October, 1990.  
LaSalle National Trust, N.A., successor trustee to  
LaSalle National Bank as Trustee U/T/A dated 11/13/79 known as Trust No. 101956  
& not personally,

By: [Signature]  
Asst Vice President

Accepted: [Signature]  
Asst Secretary

COOK COUNTY, ILLINOIS

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS

1990 NOV 11 11:02

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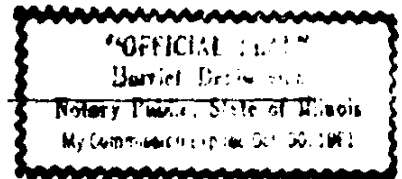
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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek, Asst Vice President and Rosemary Collins, Asst Secretary respectively of LaSalle National Trust, N.A. personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation of laws.

GIVEN under my hand and Notarial Seal this 5th day of November, 1990.

[Signature]  
NOTARY PUBLIC

My Commission Expires:



4 return to :

This Document Prepared By: τ McCarthy, First of America Bank - Golf Mill,  
9101 Greenwood Avenue  
Niles, Illinois 60648

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED October 18th, 1990 (UNDER TRUST NO.) 101956

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder of holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Not and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE NATIONAL TRUST, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.