

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, STATE BANK OF LAKE ZURICH TRUST NO. 90-0007, DATED 02-12-90 of the VILLAGE of LAKE ZURICH County of LAKE and State of ILLINOIS

in order to secure an indebtedness of TWO HUNDRED NINETY THOUSAND AND NO /100 Dollars (\$ 290000.00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL BANK FOR SAVINGS

hereinafter referred to as the Mortgagee, the following described real estate:

LOT 10 IN RIVERWOODS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 8718 W. SUMMERDALE, CHICAGO, ILLINOIS 60656. PERMANENT INDEX #12-11-116-010

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COMMONLY KNOWN AS 8718 W. SUMMERDALE, CHICAGO, ILLINOIS 60656

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 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 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 Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the 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 name(s) 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 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 undersigned 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 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 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 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 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 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 Mortgagee 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 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 WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this

day of _____ A.D. 19____ (SEAL) (SEAL) (SEAL) (SEAL)

STATE OF _____ } ss. I, the undersigned, a Notary Public in

COUNTY OF _____ and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument

as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____ A.D. 19____

Notary Public

MY COMMISSION EXPIRES

Box 158

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its
Exec. ice President and its corporate seal to be hereunto affixed and attested by its Asst. Trust Officer
~~Secretary~~ this 20TH day of FEBRUARY, A. D., 19 90

STATE BANK OF LAKE ZURICH, as Trustee
u/t #90-0007

ATTEST

Robert C. Kraemer
Robert C. Kraemer, ~~Secretary~~ Asst. TO

By *Michael J. Carlino*
Exec. Vice President
Michael J. Carlino

STATE OF ILLINOIS }
COUNTY OF LAKE } SS.

I, Frances E. Faherty, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT MICHAEL J. CARLINO
Exec. Vice President of STATE BANK OF LAKE ZURICH

and ROBERT C. KRAEMER Asst. TO ~~Secretary~~ of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such Exec. Vice President, and Asst. TO ~~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 Corporation, for the uses and purposes therein set forth;
and the said Asst. Trust Officer ~~Secretary~~ then and there acknowledged that as custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as own free
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20TH day of FEBRUARY, A. D., 19 90.

Frances E. Faherty
Notary Public.

MY COMMISSION EXPIRES November 23, 1993

OFFICIAL SEAL
FRANCES E. FAHERTY
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 23, 1993

DEPT-91 RECORDING \$13.00
T#4444 TRAN 3517 03/13/90 14:54:00
#8633 # D *-90-112774
COOK COUNTY RECORDER

This Document is executed by STATE BANK OF LAKE ZURICH, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and possessed in full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of said Trustee individually to pay any indebtedness or any interest thereon, to pay any charge or cost accruing hereunder or under any document or agreement related, directly or indirectly hereon, or to perform any covenant, either express or implied, hereby contained, all such liability, if any, being expressly waived by and by every person now or hereafter claiming any right in the security hereunder and that as far as STATE BANK OF LAKE ZURICH personally is concerned, the legal holder or holders hereof shall look solely to the premises herein described (if any) for the enforcement of any lien hereby created or to an action to enforce the personal liability of any guarantor named.

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAPNS
OF CRAGIN FEDERAL BANK FOR SAVINGS
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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CORPORATIONS AND TRUSTEE