

UNOFFICIAL COPY

Loan No. 12230-5
COMMUNITY SAVINGS BANK

KNOW ALL MEN BY THESE PRESENTS, that whereas,

2011-1976
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 February 8, 1990
and known as trust number LT-418, in order to secure
an indebtedness of SEVENTY THOUSAND AND NO/100- Dollars
(70,000.00) Executed a mortgage of even date herewith, mortgaging to COMMUNITY SAVINGS BANK

the following described real estate: SEE RIDER ATTACHED HERETO:

Lot Three (3) in Ernest Stock's Resubdivision of Lots Twenty-One (21) to Twenty-Nine (29) Both Inclusive and Lots Sixty-Six (66) to Seventy-Four (74) Both Inclusive in Ernest Stock's Diversey Avenue Addition to Chicago, Being a Subdivision of Lot Eleven (11) in Davlin, Kelly and Carroll's Subdivision of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-Six (26), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 13-26-128-024.

Property commonly known as: 3710 W. Diversey - Chicago, Illinois 60647.

hereinafter referred to as the Association, 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 Association 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 Association and especially those certain leases and agreements now existing upon the property hereinabove described.

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

It is understood and agreed that the said Association 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 Association, 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 understood and agreed that the Association 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 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 Association 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

This assignment of rents is executed by COMMUNITY SAVINGS BANK
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 COMMUNITY SAVINGS BANK 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 COMMUNITY SAVINGS BANK

either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, 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

COMMUNITY SAVINGS BANK

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 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 personal liability of the guarantor, if any.

IN WITNESS WHEREOF

COMMUNITY SAVINGS BANK

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and

its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 23rd day of February, A.D. 1990.

ATTEST
Assistant Secretary

By
Vice President

UNOFFICIAL COPY

Box 330

Assignment of Rents

COMMUNITY SAVINGS BANK

IR# 11-918

0710 N. DIVIDED

Chicago, Illinois 60647

TO

COMMUNITY SAVINGS BANK

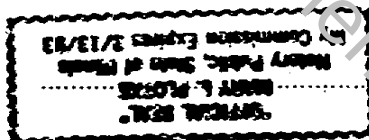
1001 West Belmont Avenue
Chicago, Illinois 60641

Loan No. 12230-5

BOX 330

O. R. Press, Chicago

DEPT-01 RECORDING 113.00
7#4444 TRAN 3575 03/14/90 14:45:00
#9185 # D * - 90 - 114976
COOK COUNTY RECORDER



My Commission Expires

Notary Public

I, Mary L. Plotke, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT
Barbara Kostelancik, Assistant Secretary of said corporation, who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such 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
corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the
said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal
of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the
free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth
GIVEN under my hand and Notarial Seal, this 24th day of February, A.D. 1990

Property of Cook County Clerk's Office

946:1706

Box 320

111-6096 Cook 357

ASSIGNMENT OF RENTS

O. K. Perry, Chicago
Loan No. 12230-5
COMMUNITY SAVINGS BANK

00114976

KNOW ALL MEN BY THESE PRESENTS, that whereas, a corporation organized and existing under the laws of the State of Illinois

duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated February 8, 1990, LT-418, and known as trust number, in order to secure an indebtedness of SEVENTY THOUSAND AND NO/100 Dollars, executed a mortgage of even date herewith

and, whereas, COMMUNITY SAVINGS BANK, is the holder of said mortgage and the note secured thereby:

NOW, WHEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned, COMMUNITY SAVINGS BANK hereby assigns, transfers, and sets over unto COMMUNITY SAVINGS BANK

hereinafter referred to as the Association, 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 Association 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 aforesaid premises and all the aforesaid premises and all the aforesaid premises and all the aforesaid premises

The undersigned, do hereby irrevocably appoint the agent of the undersigned for the management of said property, and do hereby authorize the Association to let and to let said premises or any part thereof, according to its own discretion, and to bring or defend any suit 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 and everything that the said Association may deem

It is understood and agreed that the said Association shall have the power to use and apply said aforesaid issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, 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 understood and agreed that the Association 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 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 Association may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of the said premises. This assignment and power of attorney shall be binding upon said rent 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 attorney shall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter. This assignment of rents is executed by COMMUNITY SAVINGS BANK. Trustee (and said COMMUNITY SAVINGS BANK 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 part of COMMUNITY SAVINGS BANK, either individually or as Trustee, or to perform any covenant or implied herein, or any indebtedness accruing hereunder, or by every person now or hereafter claiming any right or security hereunder, and that so far as waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as

Trustee aforesaid, or its successors, personally are concerned, the legal holder of the note and the owner 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 personal liability of the guarantor, if any. IN WITNESS WHEREOF, COMMUNITY SAVINGS BANK

and personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and Assistant Secretary, the 23rd day of February, 1990.

ATTEST: Assistant Secretary, Vice President, President, COMMUNITY SAVINGS BANK

UNOFFICIAL COPY

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UNOFFICIAL COPY

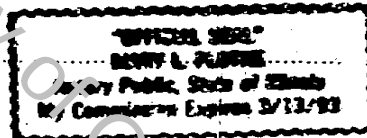
STATE OF ILLINOIS
COUNTY OF COOK SS.

I, Mary L. Plotke, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT Dane H. Cieven, Vice President of
COMMUNITY SAVINGS BANK

Barbara Kestelancik, Asst. Secretary of said corporation, who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such 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
corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the
said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal
of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the
free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal, this 24th day of February, A. D. 1990

My Commission Expires



Notary Public

5044378

DEPT-01 RECORDING
14444 TRON 3576 03/14/90 14:45:00
#185 # D * -90-114976
COOK COUNTY RECORDER

Box 330

Assignment of Rents

COMMUNITY SAVINGS BANK
TR# LT-418

3710 W. Diversey

Chicago, Illinois 60647

TO

COMMUNITY SAVINGS BANK
4801 West Belmont Avenue
Chicago, Illinois 60641

Loan No. 12230-5

BOX 330

O. K. Press, Chicago