

UNOFFICIAL COPY

Assignment of Rents

\$16.00

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, HERITAGE TRUST COMPANY, an Illinois Corporation\* and HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE TO HERITAGE COUNTY BANK & TRUST CO., an Illinois Corporation\*\*

existing under and by virtue of 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 said Company in pursuance of a Trust Agreement dated April 24, 1990 and known as trust number 90-3974 and known as trust number 2437 in consideration of the

sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, does sell, assign, transfer and set over unto FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, a corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as the Association) all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

LEGAL CONTAINED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

- \* As to Parcel I only.
\*\* As to Parcel II only.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

APR 22 PM 12:22

90236489

THIS INSTRUMENT WAS PREPARED BY: R. A. Gallagher
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND
475 E. 162nd St., So. Holland, IL 60471

90236489

It being the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Association, whether the said leases or agreements 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.

The undersigned, does hereby irrevocably appoint the said Association, its agent for the management of said property, and does 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 name 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 being 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 and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Association may do by virtue thereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay, out of that portion of the Trust Estate specifically described above, rent for the premises occupied by it or the beneficiaries of said Trust Estate at the rate of \$ MARKET RATE per month, and a failure on its part promptly to 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.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.

THIS ASSIGNMENT OF RENTS is executed by the undersigned, 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 it is expressly understood and agreed that nothing herein shall be construed as creating any liability of the undersigned personally to pay rent 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 said Assignee and by every person now or hereafter claiming any right hereunder, and that so far as the Assignee and its successors and the undersigned personally are concerned, the legal holder or holders of this Assignment of Rents or owners of any indebtedness accruing or accrued hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the Assignment of Rents hereby created, in the manner herein provided, or by action to enforce the personal liability of the guarantors, if any, of such indebtedness.

IN WITNESS WHEREOF, the undersigned, 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 25th day of APRIL A.D. 19 90

HERITAGE TRUST COMPANY

As Trustee as aforesaid and not personally

Attest: [Signature] Assistant Secretary By: [Signature] Vice President

UNOFFICIAL COPY

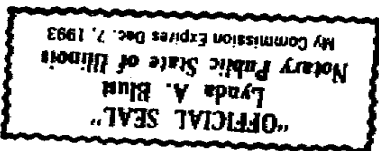
Box 67

Assignment of Rents  
By Trustee

TO  
FIRST SAVINGS AND LOAN  
ASSOCIATION  
OF SOUTH HOLLAND

Mail to: FIRST SAVINGS AND LOAN  
ASSOCIATION  
OF SOUTH HOLLAND  
525 East 162nd Street  
South Holland, Illinois

Property of Cook County Clerk's Office



684932706

Notary Public  
*Lynda A. Blum*  
A.D. 19 90

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do HEREBY CERTIFY, that Gynethia T. Sikora, Vice Secretary of the HERITAGE TRUST COMPANY who are personally known to me to be the same persons whose names appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said HERITAGE TRUST COMPANY as Trustee an aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said Company, an Trustee an aforesaid, to be thereto attached.

State of Illinois  
County of Cook

# UNOFFICIAL COPY

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## EXHIBIT "A"

### PARCEL I:

LOTS 10 AND 11 IN BLOCK 24 IN FORD CALUMET HIGHLANDS ADDITION TO WEST HAMMOND, A SUBDIVISION OF THE EAST 1316 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NOS: 30 07 404 010 0000 AND 30 07 404 011 0000  
PROPERTY ADDRESS: 751-753 SIBLEY BLVD., CALUMET CITY, IL. 60409

ALSO

### PARCEL II:

LOTS 1 AND 2 IN BLOCK 21 IN FORD CALUMET HIGHLANDS ADDITION TO WEST HAMMOND, A SUBDIVISION OF THE EAST 1316 FEET OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO: 30 07 405 031 0000  
PROPERTY ADDRESS: 723-725 SIBLEY BLVD., CALUMET CITY, IL. 60409

THIS ASSIGNMENT OF RENTS is executed by the undersigned, 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 it is expressly understood and agreed that nothing herein shall be construed as creating any liability of the undersigned personally to pay rent 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 said Assignee and by every person now or hereafter claiming any right hereunder, and that so far as the Assignee and its successors and the undersigned personally are concerned, the legal holder or holders of this Assignment of Rents or owners of any indebtedness accruing or secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the Assignment of Rents hereby created, in the manner herein provided, or by action to enforce the personal liability of the guarantors, if any, of such indebtedness.

IN WITNESS WHEREOF, the undersigned, 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 25th day of APRIL A.D. 10 90

HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE TO HERITAGE COUNTY BANK & TRUST CO.

As Trustee as aforesaid and not personally

Attest

Jean P. Gustafson  
Assistant Secretary

By

[Signature]  
Vice President

30236489

BOX 67

LOAN NO. 14605-1.0

STATE OF ILLINOIS  
COUNTY OF COOK

COOK

I, THE UNDERSIGNED

a Notary Public in and for said county, in the State aforesaid,

DO HEREBY CERTIFY THAT CYRILIA T. SIKORA, Vice President of the

HERITAGE TRUST COMPANY, SUCCESSOR TRUSTEE TO HERITAGE COUNTY BANK & TRUST CO.

and JEAN P. FULTON, Assistant Secretary of said Company, 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 acknowledged the said instrument as their own free and voluntary act and as the free and voluntary act of said Company,

as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and

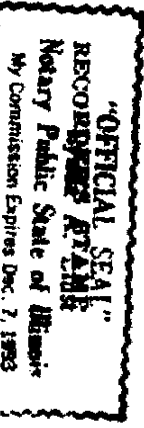
there acknowledged that he, as Secretary of the corporate seal of said Company, did affix the corporate seal of said Company

for the uses and purposes therein set forth, as Trustee as aforesaid.

GIVEN under my hand and Notarial Seal, this 25th day of April, A.D. 1990

My commission expires 2-7-93

*[Signature]*  
Notary Public



90236489