

**UNOFFICIAL COPY**  
*Assignment of Rents*  
**FOR CORPORATE TRUSTEE**

14<sup>00</sup>

30323233

Loan No. 5888-4

CHICAGO TITLE AND TRUST COMPANY  
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 April 26, 1990 and known as trust number 1095639

in order to secure an indebtedness of FORTY THREE THOUSAND TWO HUNDRED and No/100 Dollars (\$ 43,200.00 ),

executed a mortgage of even date herewith, mortgaging to UNIVERSAL SAVINGS AND LOAN ASSOCIATION

the following described real estate: See Rider Attached:

Lot Five (5) in Block Four (4) in Watriss Subdivision of the South Half (1/2) of the North East Quarter (1/4) of South East Quarter (1/4) of Section One (1), Township Thirty Nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, (except East One Hundred Fifteen (115) feet thereof) in Cook County, Illinois and commonly known as 2619 West Thomas Street, Chicago, Illinois.

PTN # 16-01-409-015-0000

90323233

It is understood and agreed that the said 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 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, fees 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 said 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 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 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 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.

This assignment of rents is executed by said corporation 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 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 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 said corporation, 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 Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written this 29th day of June, A.D., 1990

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

Corporate Seal

STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, (names personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this 29 day of June, 1990  
*[Signature]*  
Notary Public

the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be annexed thereto, pursuant to authority, 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\_\_\_\_

Notary Public

THIS INSTRUMENT WAS PREPARED BY, and mail to:  
Universal Savings & Loan Association  
1800 South Halsted Street  
Chicago, Illinois 60608

*Box 333*

Na (3ad)  
72 57381  
MacDonald

66 #134

90323233

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1998 JUL -6 PM 12:06

90323233

Property of Cook County Clerk's Office