

UNOFFICIAL COPY

90333819

Form No. 20-603621-4

Assignment of Rents

(Corporate Trustee Form)

KNOW ALL MEN BY THESE PRESENTS, that whereas, First National Bank and Trust Company

of Evanston N/A FIRST ILLINOIS BANK of EVANSTON, N.A.

13.00

a corporation organized and existing under the laws of the United States of America

, 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 December 17, 1968

, and known as trust number R-1396 in order to secure
an indebtedness of Two Hundred Twenty One Thousand and no/100 Dollars

(\$ 221,000.00) executed a mortgage of even date herewith, mortgaging to

LIBERTY FEDERAL SAVINGS BANK

the following described real estate:
The North 111 Foot of the West 27 Foot of Lot One (1) in Wilson and Dale's Subdivision
of the North Half (1/2) of Block Twenty Six (26) in Winnetka, being Charles E. Peck's
Subdivision of the North East Quarter (1) of Section Twenty (20) and the North Half
(1/2) of Fractional Section Twenty One (21), Township Forty Two (42) North, Range
Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.
Permanent Index Number, 03-20-212-002-0000 PA: 815 Elm St Winnetka, IL 60093

and, whereas LIBERTY FEDERAL SAVINGS BANK 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
First National Bank and Trust Company of Evanston N/A FIRST ILLINOIS BANK of EVANSTON, N.A.

hereby assign A, transfer B and set B over unto LIBERTY FEDERAL 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, or 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 hereto 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 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 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
hereafter.

This assignment of rents is executed by First National Bank and Trust Company of Evanston

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
First National Bank and Trust Company of Evanston N/A FIRST ILLINOIS BANK of EVANSTON, N.A.

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 First National Bank and Trust Company of Evanston

N/A FIRST ILLINOIS BANK of EVANSTON, N.A. 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 Mortgage and by every person now or hereafter

claiming any right or security hereunder, and that so far as First National Bank and Trust Company of Evanston
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, First National Bank and Trust Company of Evanston

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Financial Services Officer President, and
its corporate seal to be hereunto affixed and attested by its Assistant Administrator Secretary, this 28th day of

June, A.D. 19 90

FIRST ILLINOIS BANK of EVANSTON, N.A.

As Trustee as aforesaid and not personally,

ATTEST Susan Mock
Secretary Assistant Administrator

By [Signature]
President Financial Services Officer

OR LIBERTY FEDERAL SAVINGS BANK
MAIL 5700 N. Lincoln Avenue
TO: Chicago, Ill. 60659

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6-88-88 00

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UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF Cook } ss.

I, Daisy K. Greenspan, a Notary Public, in and for said County, in the State aforesaid,

DO HEREBY CERTIFY, THAT Lori Remien ^{Financial Services Officer} President of of

First Illinois Bank of Evanston, N.A. F/K/A First National Bank and Trust Company of Evanston and Susan Mock ^{assistant administrator} Secretary of said corporation, who are personally known to me to be the same persons

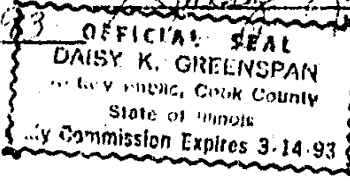
whose names are subscribed to the foregoing instrument as such Lori Remien ^{Financial Services Officer} President, and Susan Mock ^{Assistant Administrator} Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own 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 Susan Mock ^{assistant administrator} 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 July 11th day of July, A.D. 19 90

My Commission Expires March 14, 1993 Daisy K. Greenspan Notary Public



COOK COUNTY, ILLINOIS
FILED FOR RECORD
1990 JUL 12 AM 11:28

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Box
Assignment of Rents
(Corporate Trustee)

TO
Liberty Federal
SAVINGS BANK
5700 N. LINCOLN AVENUE
CHICAGO, ILLINOIS 60659