

UNOFFICIAL COPY

ASSIGNMENT OF RENTS 3 4 3 0 2

90356362

Know all men by these presents, that CHICAGO TITLE AND TRUST COMPANY,

NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED JUNE 15, 1990 AND KNOWN AS TRUST NO. 1095615
in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto SOUTH SHORE BANK, its successors and assigns, 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 premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinunder of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

THE NORTHERLY 50 FEET OF LOT 20 IN DIVISION 3 IN SOUTH SHORE SUBDIVISION OF THE NORTH FRACTIONAL HALF OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126, 127 AND 128 IN DIVISION 1 IN WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST HALF (1/2) OF THE SOUTH WEST QUARTER (1/4) AND THE SOUTH EAST FRACTIONAL QUARTER (1/4) OF SECTION 30 AFORESAID IN COOK COUNTY, ILLINOIS
PERMANENT TAX ID# 21-30-106-028
COMMONLY KNOWN AS 7242 S. COLES, CHICAGO, ILLINOIS

and does authorize irrevocably the above mentioned SOUTH SHORE BANK in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said SOUTH SHORE BANK, or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for (\$76,000.00)
SEVENTY-SIX THOUSAND AND 00/100 Dollars
secured by a Mortgage or Trust Deed dated the 15TH day of JUNE, 1990, conveying and mortgaging the real estate and premises hereinabove described to CHICAGO TITLE AND TRUST COMPANY and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

Handwritten: 90356362

Handwritten: 90356362

Handwritten: This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for (\$76,000.00)

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____

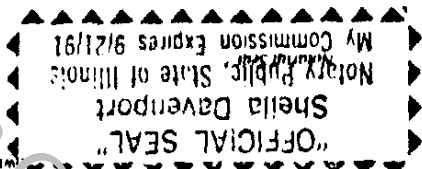
_____ who _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing Instrument, appeared before me this day in person and acknowledge that _____ signed, sealed and delivered the said Instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 19_____.

Notary Public

NR861

Signature of Notary Public: Sheila Davenport
Notary Public, State of Illinois
My Commission Expires 9/21/91



1. 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, (hereinafter referred to as the "Company"), 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 herein set forth, and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as Assistant Secretary 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.

STATE OF ILLINOIS,
COUNTY OF COOK

ASSISTANT VICE PRESIDENT
ASSISTANT SECRETARY

Signature of Assistant Vice President and Assistant Secretary

IN WITNESS WHEREOF, Chicago Title and Trust Company, on 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.
It is expressly understood and agreed by and between the parties herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee but as warranties, indemnities, representations, covenants, undertakings and agreements of the Trustee or of said Trustee as with the intention of binding said Trustee personally but as Trustee as aforesaid and intended for the purpose of binding only that portion of the trust property specifically described by the Trustee in this instrument which shall at any time be asserted or enforceable against the Chicago Title and Trust Company, on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF I/WE have hereunto set MY/OUR Hand and Seal, at Chicago, Illinois, this 5th day of JUNE, 1990.

This assignment... in the payment of principal and interest secured by said mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained.

UNOFFICIAL COPY

19 19 3 5 6 3 2

STATE OF ILLINOIS)

COUNTY OF COOK)

I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____

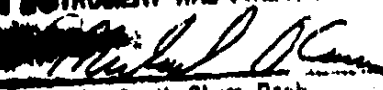
who _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____

19 _____

Notary Public

This instrument prepared by:

INSTRUMENT WAS PREPARED BY

of The South Shore Bank
of Chicago
1084 So. Jeffery Boulevard
Chicago, Illinois 60611

MAIL TO: ↑



3300 1000

UNOFFICIAL COPY

ASSIGNMENT OF RENTS 5 5 3 0 2 90356362

Know all men by these presents, that CHICAGO TITLE AND TRUST COMPANY,

Handwritten: H 57 57 55 50 64

NOT PERSONALLY, BUT AS TRUSTEE U/T/A DATED JUNE 15, 1990 AND KNOWN AS TRUST NO. 1095615
in consideration of the premises and of One Dollar (\$1.00) in hand
paid, the receipt of which is hereby acknowledged, does hereby sell,
assign, transfer, and set over unto SOUTH SHORE BANK, its successors
and assigns, 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 uses or
occupancy of, any part of the premises hereinafter described, which may
have been heretofore, or may be hereafter, made or agreed to, or which
may be made or agreed to by the grantee hereinunder of the power herein
granted, it being the intention to hereby establish an absolute
transfer and assignment of all such leases and agreements and all the
avails thereunder unto the grantee herein and especially those certain
leases and agreements now existing upon the property described as
follows:

THE NORTHERLY 50 FEET OF LOT 20 IN DIVISION 3 IN SOUTH SHORE SUBDIVISION OF THE
NORTH FRACTIONAL HALF OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE
THIRD PRINCIPAL MERIDIAN), TOGETHER WITH A RESUBDIVISION OF LOTS 1, 2, 4, 64, 66, 126,
127 AND 128 IN DIVISION 1 IN WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST
HALF (½) OF THE SOUTH WEST QUARTER (¼) AND THE SOUTH EAST FRACTIONAL QUARTER (¼) OF
SECTION 30 AFORESAID IN COOK COUNTY, ILLINOIS
PERMANENT TAX ID# 21-30-106-025
COMMONLY KNOWN AS 7242 S. COLES, CHICAGO, ILLINOIS

Watermark: Property of Cook County Clerk's Office

90356362

DEPT. OF RECORDING & CLERK OF COURT
TRUST DEED
#9249 # G # 90-35636
COOK COUNTY RECORDER

18. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate it, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 18, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Trust Deed and the notes.

19. All of the terms and provisions of the certain loan commitment, (as stated in the offer of the South Shore Bank of Chicago) dated May 14, 1990 addressed to and accepted by Edward Eiland & Carlisle I. Eiland as are not herein otherwise set forth and as are relevant and germane hereto and the loan evidenced by the within and foregoing Trust Deed and this rider thereto, are hereby incorporated herein and made a part hereof as though fully set forth and recited herein.

20. Additional Payment due hereunder: In addition to monthly payments of principal and interest there shall be due and payable hereunder, and paid, monthly deposits of funds equal to one-twelfth (1/12) of the last ascertainable bills for general taxes during each year the said Note shall be unpaid, such funds so paid shall be held by the Holder of said Note and used by said Holder to pay general taxes from time to time levied and due upon the real estate and improvements thereon given as security under said Note. No interest shall accrue in favor of or be or become due the maker hereof, or any of its beneficiaries upon any funds so deposited. The proceeds of the loan secured by this mortgage will be used for the purpose specified in Paragraph 604 (c) of Chapter 17 of the Illinois Revised Statutes, and that the principal obligation secured hereby constitutes a business loan which comes within purview of said paragraph.

21. The mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this trust deed, on its own behalf and on behalf of each and every person except decree or judgment creditor of the mortgagor, acquitting any interest in or title to the premises subsequent to the date of this trust deed.

PROPERTY

768997