

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

91488643

Dated this 9th day of September 19 91 Loan No. 12778-8.0
*BANK OF CHICAGO / GARFIELD RIDGE f/k/a
*GARFIELD RIDGE TRUST & SAVINGS BANK AS TRUSTEE
U/T/A DATED AUGUST 24, 1987 AND KNOWN AS TRUST NO. 87-8-7 and not individually.

Of the City of Chicago County of Cook and State of Illinois
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, do hereby sell, assign, transfer and set over unto AMITY FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of the United States (Hereinafter referred to as the Bank) 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 of occupancy of any part of the following described premises:

and Lot 25 of
Lot 24/in Block 11 in the Central Addition to Clearing, a subdivision of the South 3/4 of the East 1/2 of the Southwest 1/4 of Section 17, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

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Community Known As: 1991 SEP 20 AM 9 56 91488643-17-330-032-0000

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Bank, 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 Bank under the power herein granted.

The undersigned, do hereby irrevocably appoint the said Bank their agent for the management of said property, and do hereby authorize the bank 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 to 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 Bank may do.

It being fully understood and agreed that the said Bank 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 Bank, 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, insurance and assessments which may in its judgement be deemed proper and advisable, hereby ratifying and confirming all that said Bank 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 rent for the premises occupied by them at the prevailing rate per month for each room and a failure on their part 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 Bank 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, executor, 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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Bank 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 Bank.

* BANK OF CHICAGO / GARFIELD RIDGE f/k/a
IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals, the day and year first above written.
* GARFIELD RIDGE TRUST & SAVINGS BANK AS TRUSTEE U/T/A DATED AUGUST 24, 1987 AND KNOWN AS TRUST NO. 87-8-7 AND NOT PERSONALLY.

Rosemarie J. Baran (SEAL) Land Trust Officer
Terrence Superczynski (SEAL) Senior Vice President
(SEAL) (SEAL)

State of Illinois } ss.
County of Cook }

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rosemarie J. Baran, Land Trust Officer and Terrence Superczynski, Senior Vice President * personally known to me to be same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal, this 9th day of September 19 91

* ARE OFFICERS OF BANK OF CHICAGO / GARFIELD RIDGE
Tracy Ann Zook
NOTARY PUBLIC

OFFICIAL SEAL
TRACY ANN ZOOK
NOTARY PUBLIC STATE OF ILLINOIS

THIS INSTRUMENT WAS FILED BY ECJH 9/16/91

Rita Brinker

1991 SEP 20 AM 9 56

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AMITY FEDERAL BANK FOR SAVINGS
7151 West 159th Street
Tinley Park, Ill. 60477
1-708-429-0100

BOX 333- 1

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK OF CHICAGO / GARFIELD RIDGE STATED ON THE REVERSE SIDE HEREOF IS HEREBY EXPRESSLY MADE A PART HEREOF.

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This Document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO / GARFIELD RIDGE. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as Trustee.

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