

UNOFFICIAL COPY Assignment of Rents 91528430

FOR CORPORATE TRUSTEE

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

\$ 17.00

THIS INDENTURE WITNESSETH: That the undersigned whose Names are fully Set Forth in Exhibit A, attached hereto: SEE BELOW \*\* a corporation organized and existing under the laws of the State of Illinois Loan No. 11-240004-2

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 see Exhibit A and known as trust number see Exhibit A 00/100's in order to secure an indebtedness of Four Hundred Fifty Five Thousand and Dollars (\$ 455,000.00 ).

executed a mortgage of even date herewith, mortgaging to SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

the following described real estate:

See Exhibit B attached hereto: \*\* 1: First Chicago Trust Company of Illinois, formerly known as Bank of Ravenswood, Tr# 25-4337 Dated: 11-16-79 2: Cosmopolitan National Bank of Chicago, Trust, Tr#27557 Dated: 8-28-85 3: Columbia National Bank of Chicago Tr# 2615 Dated: 8-3-87 4: Cosmopolitan National Bank of Chicago, Tr# 26456 Dtd:3-21-83

and, whereas, said Mortgagee 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 corporate trustee hereby assigns, transfers, and sets over unto said Mortgagee, 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 for 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 Mortgagee under the power herein 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 Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the said Mortgagee 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 names 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 Mortgagee may do.

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, 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 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, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 21st day of September, A.D., 19 91

First Chicago Trust Company of Illinois, formerly known as Bank of Ravenswood (as to parcel 1) As Trustee as aforesaid and not personally

ATTEST: Assistant Secretary

BY: Assistant Vice President

STATE OF ILLINOIS ) ss. I, Silvia Medina the undersigned, a Notary Public in COUNTY OF COOK ) and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mario V. Gotanco personally known to me to be the Asst. Vice President of First Chicago Trust Company of Illinois

a corporation, and Eva Higi personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered the said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed 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 21st day of September, A.D. 19 91

mail to: THIS INSTRUMENT WAS PREPARED BY: Sophia Ronis Security Federal Savings & Loan Association of Chicago 1209 N. Milwaukee Ave. Chicago, IL. 60622

NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 05/07/94

BOX 333

(CM) LD-F2-7327076

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COOK COUNTY CLERK'S OFFICE

CHIEF CLERK

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COOK COUNTY, ILLINOIS  
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BOX 333

# UNOFFICIAL COPY

EXHIBIT A 1 5 2 8 4 3 0

First Chicago Trust Company of Illinois, formerly known as  
Bank of Ravenswood, as Trustee under Trust Agreement Dated  
November 16, 1979 and Known as Trust Number 25-4337  
(As to Parcel #1: 1048 N. Marshfield  
Chicago, Il. 60622)

Cosmopolitan National Bank of Chicago, A National Banking Association  
As Trustee under Trust Agreement Dated August 28, 1985 and  
Known as Trust Number 27557  
(As to Parcel #2: 1078 N. Marshfield  
Chicago, Il. 60622)

Columbia National Bank of Chicago, As Trustee Under Trust Agreement  
Date August 2, 1987 and Known As Trust Number 2616  
(As to Parcel #3: 1302 N. Cleaver  
Chicago, Il. 60622)

Cosmopolitan National Bank of Chicago, A National Banking Association  
As Trustee under Trust Agreement Dated March 21, 1983 and  
Known as Trust Number 26456  
(As to Parcel #4: 1434 N. ~~Cleaver~~ GREENVIEW  
Chicago, Il. 60622)

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EXHIBIT B

9 1 5 2 3 4 3 0

Parcel 1: LOT 17 IN BLOCK 7 IN JOHNSTONS SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1048 N. Marshfield Chicago, IL. 60622 P.I.N. #: 17-06-411-031

(Bank of Ravenswood) Trust #: 25-4337 Dated: November 16, 1979  
First Chicago Trust Company of Illinois

Parcel 2: LOT 19 IN BLOCK 7 IN JOHNSTON'S SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Commonly Known As: 1078 N. Marshfield Chicago, IL. 60622 P.I.N. #: 17-06-411-019

Cosmopolitan National Bank of Chicago Trust # 27557 Dated: 8-28-85

Parcel 3: LOT 34 IN BLOCK 10 IN THE SUBDIVISION OF BLOCK 10 IN THE CANAL TRUSTEES' SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Commonly Known As: 1307 N. Cleaver Chicago, IL. 60622 P.I.N. #: 17-05-117-051

Columbia National Bank of Chicago Trust # 2616 Dated: 8-3-87

Parcel 4: LOT 10 (EXCEPT THE NORTH 9.5 FEET THEREOF) AND LOT 11 IN BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION IN SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1434 N. Greenview Chicago, IL. 60622 P.I.N. #: 17-05-108-052

Cosmopolitan National Bank of Chicago Trust # 26456 Dated: 3-21-83

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Clerk's Office

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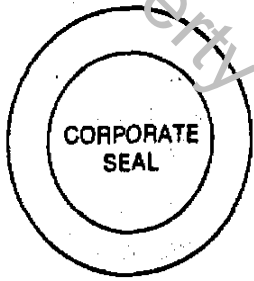


# UNOFFICIAL COPY

9 1 5 2 8 4 3 0

This Assignment of Rents is executed by COLUMBIA NATIONAL BANK OF CHICAGO AS Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that COLUMBIA NATIONAL BANK OF CHICAGO individually, or as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the contrary.

dated at Chicago, Illinois, this 24 day of Sept, 1991 A.D.



COLUMBIA NATIONAL BANK OF CHICAGO  
not individually but solely  
as Trustee as aforesaid.

BY: [Signature]  
TRUST OFFICER VICE PRESIDENT

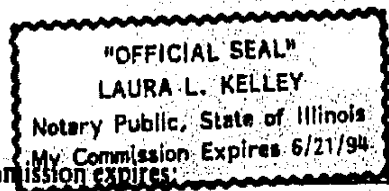
ATTEST:

[Signature]  
ASST. TRUST OFFICER CASHIER

State of Illinois )  
                          ) SS.  
County of Cook )

I, [Signature], a Notary Public, in and for said County in the State aforesaid, do hereby certify that PHILLIS J. WITWICK TRUST OFFICER Vice President of COLUMBIA NATIONAL BANK OF CHICAGO and HELEN M. HYRC Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said [Signature] Cashier then and there acknowledged that she, as custodian of the corporate seal of this Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24 day of Sept, 1991 A.D.



[Signature]  
Notary Public

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IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 21st day of September, A.D., 1991.

UNOFFICIAL COPY

Cosmopolitan National Bank of Chicago (as to parcel 2.)  
As Trustee as aforesaid and not personally  
For further exculpatory provisions see Rider hereto attached and expressly incorporated herein made a part hereof.

ATTEST: \_\_\_\_\_  
Secretary

BY \_\_\_\_\_  
President

STATE OF Illinois } ss. I, the undersigned  
COUNTY OF Cook

\_\_\_\_\_  
Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the \_\_\_\_\_  
President of

a corporation, and Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed 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 21st day of September, A.D. 1991

THIS INSTRUMENT WAS PREPARED BY:  
Security Federal Savings & Loan Association of Chicago  
1209 N. Milwaukee Ave.  
Chicago, Il. 60622

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this

21st day of September, A.D., 1991.

Columbia National Bank of Chicago (as to parcel 3)  
As Trustee as aforesaid and not personally

ATTEST: \_\_\_\_\_  
Secretary

BY \_\_\_\_\_  
President

STATE OF Illinois } ss. I, the undersigned  
COUNTY OF Cook

FOR FURTHER EXCULPATORY PROVISIONS SEE RIDER HERETO ATTACHED WHICH IS EXPRESSLY INCORPORATED HERIN AND MADE A PART HEREOF.

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the \_\_\_\_\_  
President of

a corporation, and Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed 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 21st day of September, A.D. 1991

THIS INSTRUMENT WAS PREPARED BY:  
Security Federal Savings & Loan Association of Chicago  
1209 N. Milwaukee Ave.  
Chicago, Il. 60622

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this

21st day of September, A.D., 1991

Cosmopolitan National Bank of Chicago (as to parcel 4)  
As Trustee as aforesaid and not personally

ATTEST: \_\_\_\_\_  
Secretary

BY \_\_\_\_\_  
President

STATE OF Illinois } ss. I, the undersigned  
COUNTY OF Cook

For further exculpatory provisions see Rider hereto attached which is expressly incorporated herein and made a part hereof.

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the \_\_\_\_\_  
President of

a corporation, and Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officers they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed 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 21st day of September, A.D. 1991

THIS INSTRUMENT WAS PREPARED BY:

\_\_\_\_\_  
Notary Public

91528430

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For further explanation, provisions  
see other items attached which are  
expressly incorporated herein and  
into a part hereof.

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For further explanation, provisions  
see other items attached which are  
expressly incorporated herein and  
into a part hereof.

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RIDER A - COSMOPOLITAN BANK 5 2 8 4 3 0

This ASSIGNMENT OF RENTS is executed by ~~THE COSMOPOLITAN NATIONAL BANK~~ AND TRUST ~~XXXXXXXXXX~~, 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 THE COSMOPOLITAN ~~NATIONAL BANK OF CHICAGO~~ 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 COSMOPOLITAN ~~NATIONAL BANK OF CHICAGO~~, 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 ~~THE COSMOPOLITAN NATIONAL BANK OF CHICAGO~~ AND TRUST either individually or as Trustee, as 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, THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, 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 Trust Officer, this 24<sup>th</sup> day of September, 1991.

ATTEST: THE COSMOPOLITAN NATIONAL BANK OF CHICAGO,  
as Trustee as aforesaid and not personally

Ann M. Ducek BY Alice G. Lanham  
Assistant Trust Officer Vice President

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

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

GIVEN under my hand and Notarial Seal this 26<sup>th</sup> day of September  
A. D., 1991.

Mary T. Green  
NOTARY PUBLIC



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