

UNOFFICIAL COPY

Assignment of Rents

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Dated this 15TH day of NOVEMBER A.D. 19 91 Loan No.

THIS INDENTURE WITNESSETH: THAT THE UNDERSIGNED,

52269752
Zack

Sandra L Bruno, As Trustee Under Trust Agreement Dated November 28, 1989

of the United States of America County of DuPage 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 The First Chicago Bank of DuPage, a corporation organized and existing under the laws of the State of Illinois (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 any agreement for the use or occupancy of any part of the following described premises situated in the County of Cook in the State of Illinois, to wit:

P.I.N 07-26-307-025-1017

Unit 121"A" in Villas of Summit Place Condominium, as delineated on a Survey of the following described Real Estate:

Certain Lots in Summit Place Unit II, being a Subdivision in Part of the West 1/2 of the Southwest 1/4 of the section 26, Township 41 North, Range 10 East of the Third Principal Meridian, which survey is attached as exhibit "C" to the Declaration of condominium recorded as Document Number 87-256,000 together with its Undivided percentage interest in the common elements, in Cook County, Illinois.

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 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 Bank may do.

It being 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 judgment be deemed proper and advisable, hereby ratifying and confirming all that said Bank may do by virtue hereof. 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, executors, administrators, successors and assigns of the parties hereon, 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the day and year first above written.

Sandra L Bruno (SEAL)

Sandra L Bruno, as Trustee Under Trust Agreement Dated November 28, 1989.

(SEAL)

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(SEAL)

910220076

State of Illinois
County of DuPage

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named persons 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 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 15th day of November A.D. 19 91

My commission expires 11-27-93

Amy Petru
NOTARY PUBLIC

OFFICIAL SEAL
AMY PETRU
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. NOV. 27, 1993

This instrument prepared by First Chicago
Assignment of Rents

To

 **FIRST CHICAGO**
Bank of DuPage
Member FDIC
114-118 East Lake Street
Bloomington, IL 60108
(312) 980-2200

Recorder's Stamp

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