

UNOFFICIAL COPY

91675968

FOR CORPORATE TRUSTEE

Loan No. 5987-4

FIRST NATIONAL BANK OF EVERGREEN PARK, A National Banking Association  
incorporated and organized under the laws of the United State 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 November 13, 1991, and known as trust number 12130

in order to secure an indebtedness of TWO HUNDRED TEN THOUSAND AND NO/100--- Dollars (\$210,000.00),

executed a mortgage of even date herewith, mortgaging to  
UNIVERSAL SAVINGS AND LOAN ASSOCIATION  
the following described real estate:

See Rider Attached: 1991 DEC 24 AM 11:48

91675968

Lots 20, 21, 22, 23  
Two (2) in John  
Section Twenty TH  
East of the Thir  
as 3247-59 West

PIN # 19-23-2f

of said mortgage and the note secured thereby:

the said indebtedness, and as a part of the consideration of said transaction, the  
transfers, and sets over unto said Mortgagee, and/or its successors and assigns, all  
due under or by virtue of any lease, either oral or written, or any letting of, or  
of the premises herein described, which may have been heretofore or may be  
agreed to by the Mortgagee under the power herein granted, it being the in-  
assignment of all such leases and agreements and all the avails hereunder unto  
agreements now existing upon the property hereinabove described.  
the said Mortgagee the agent of the undersigned for the management of  
to let and re-let said premises or any part thereof, according to its own  
with said premises in its own name or in the names of the undersigned,  
the premises as it may deem proper or advisable, and to do anything in  
herely ratifying and confirming anything and everything that the said

Mortgagee shall have the power to use and apply said avails, issues and profits  
edness or liability of the undersigned to the said Mortgagee, due or to be  
also toward the payment of all expenses for the care and management of said  
and customary commissions to a real estate broker for leasing said prem-  
s, agents and servants as may reasonably be necessary.

in the event of the exercise of this assignment, the undersigned will pay rent for  
prevailing per month shall, in and of itself constitute a forcible entry and  
y of each and every month shall, in and of itself constitute a forcible entry and  
name and without any notice or demand, maintain an action of forcible entry and  
ses. This assignment and power of attorney shall be binding upon and inure to the  
s, successors and assigns of the parties hereto and shall be construed as a Covenant  
n full force and effect until all of the indebtedness or liability of the undersigned to  
aid, at which time this assignment and power of attorney shall terminate.

the Mortgagee will not exercise its rights under this Assignment until after default in  
after a breach of any of its covenants.

to exercise any right which it might exercise hereunder shall not be deemed a waiver by the  
thereafter.

by said corporation not personally but as Trustee as aforesaid in the exercise of the power  
vested in it as such Trustee (and said corporation hereby warrants that it possesses full power  
ment) and it is expressly understood and agreed that nothing herein or in said note contained  
liability on the said corporation, either individually or as Trustee aforesaid, personally to pay  
may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either  
ed, all such liability, if any, being expressly waived by the Mortgagee and by every person now or  
security hereunder, and that so far as said corporation, either individually or as Trustee afore-  
are concerned, the legal holder or holders of said note and the owner or owners of any indebted-  
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 Senior Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer

Secretary, this 9th day of December, A.D., 19 91

ATTEST:

Robert J. Mayo  
Trust Officer

FIRST NATIONAL BANK OF EVERGREEN PARK  
As Trustee as aforesaid and not personally  
BY Joseph C. Fanelli  
Senior Vice President & Trust Officer

STATE OF Illinois  
COUNTY OF Cook

I, undersigned the undersigned, a Notary Public in  
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph C. Fanelli

personally known to me to be the Senior Vice President of First National Bank of Evergreen Park  
& Trust Officer

a corporation, and Robert J. Mayo personally known to me to be the Trust Officer  
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, pur-  
suant 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 9th day of December, A.D. 19 91

Deborah M. Navarrete  
Notary Public

THIS INSTRUMENT WAS PREPARED BY:  
Universal Savings & Loan Association  
1800 South Halsted Street  
Chicago, Illinois 60608  
Anna M. Rios

"OFFICIAL SEAL"  
DEBORAH M. NAVARRETE  
Notary Public, State of Illinois  
My Commission Expires 10/26/93  
BOX 333  
BFC FORMS SERVICE, INC.

3 all

73-45-189 W

930994

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Mail

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Property of Cook County Clerk's Office

**UNOFFICIAL COPY**  
*Assignment of Rents*  
**FOR CORPORATE TRUSTEE**

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Loan No. 5987-4

FIRST NATIONAL BANK OF EVERGREEN PARK, A National Banking Association  
organized and existing under the laws of the United State 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 November 13, 1991, and known as trust number 12130

in order to secure an indebtedness of TWO HUNDRED TEN THOUSAND AND NO/100--- Dollars (\$210,000.00),  
executed a mortgage of even date herewith, mortgagor UNIVERSAL SAVINGS AND LOAN ASSOCIATION

the following described real estate:  
See Rider Attached: 1991 DEC 24 AM 11:48 91675968

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 suit 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, utility 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 a 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 Senior Vice President, and its corporate seal to be hereunto affixed and attested by its Trust Officer

Secretary, this 9th day of December, A.D., 19 91

ATTEST:

Robert J. Mayo  
Trust Officer Secretary xxx

FIRST NATIONAL BANK OF EVERGREEN PARK  
As Trustee as aforesaid and not personally  
BY Joseph C. Fanelli  
Senior Vice President & Trust Business Officer

STATE OF Illinois  
COUNTY OF Cook

I, undersigned, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Joseph C. Fanelli

personally known to me to be the Senior Vice President of First National Bank of Evergreen Park

a corporation, and Robert J. Mayo personally known to me to be the Trust Officer

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 9th day of December, A.D., 19 91

Deborah M. Navarrete  
Notary Public

THIS INSTRUMENT WAS PREPARED BY:  
Universal Savings & Loan Association  
1800 South Halsted Street  
Chicago, Illinois 60608  
Anna M. Rios

"OFFICIAL SEAL"  
DEBORAH M. NAVARRETE  
Notary Public, State of Illinois  
My Commission Expires 10/16/93  
BOX 333  
B/C FORMS SERVICE, INC.

73 15-189 W  
930994

Mail

300

13

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**91675968**

Lots 20, 21, 22, 23 and 24 in Block One (1) in Subdivision of Blocks One (1) and Two (2) in John F. Eberhardt's Subdivision of the North East Quarter (1/4) of Section Twenty Three (23), Township Thirty Eight (38) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 3247-59 West 63rd Street and 6305-11 South Spaulding Avenue, Chicago, Illinois.

PIN # 19-23-203-001-0000

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COOK CO. NO. 018

200262

73-420554

13

The grantor Linda L. Lomax

as Independent Administrator of the Estate of Pearl L. Porter, deceased,

by virtue of letters testamentary issued to Linda L. by the Circuit court of Cook County, State of Illinois, and in exercise of the power of sale granted to Linda L. in and by statute and in pursuance of every other power and authority enabling, and in consideration of the sum of Ninety-One Thousand Dollars and 00/100

Dollars, receipt whereof is hereby acknowledged, does hereby quit claim and convey unto Steven M. SMITH

(The Above Space For Recorder's Use Only)

741 N. County Line Road, Hinsdale Illinois 60521

(NAME AND ADDRESS OF GRANTEE)

the following described real estate situated in the County of Cook, in the State of ILLINOIS, to wit:

LOT 63 IN RESUBDIVISION OF LOTS 37 AND 38 IN TRUSTEES RESUBDIVISION OF LOTS 1 TO 10 IN BLOCK 4 IN KIMBARK AND HUBBARDS SUBDIVISION OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN TOGETHER WITH THAT PART OF THE SOUTH 33 FEET OF VACATED 29TH STREET LYING EAST OF CENTER OF LINCOLN AVENUE IN COOK COUNTY, ILLINOIS.

COOK COUNTY

1991 DEC 24 AM 11:48

91675969

Permanent Real Estate Index Number(s): 15-25-409-007-0000

Address(es) of real estate: 2931 Lincoln, North Riverside, Illinois

Dated this 23rd day of December, 1991

PLEASE PRINT OR TYPE NAME(S) BELOW SIGNATURE(S)

Linda L. Lomax (SEAL)  
Linda L. Lomax, Independent Administrator of the Estate of Pearl L. Porter

State of Illinois, County of Cook, ss. I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that

Linda L. Lomax, Independent Administrator of the Estate of Pearl L. Porter

personally known to me to be the same person is whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as a free and voluntary act as such

Given under my hand and official seal, this Twenty-third day of December, 1991

Commission expires February 26, 1994  
Michael W. Fleming  
NOTARY PUBLIC

This instrument was prepared by Michael W. Fleming, 180 W. Park Avenue, Suite 130, Elmhurst, Illinois 60126

MAIL TO: PAUL J. PROTEAU  
115 SO. MARION ST.  
CHICAGO, ILL 60602  
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:  
STEVEN M. SMITH  
2931 LINCOLN  
NORTH RIVERSIDE, ILL  
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX RECEIPT DEPT OF REVENUE 91.00

AFFIX RIDERS OR REVENUE STAMPS HERE REAL ESTATE TRANSACTION TAX 45.50

BOX 333

60546

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