

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas, BANK OF CHICAGO / GARFIELD RIDGE

a corporation organized and existing under the laws of the STATE of ILLINOIS

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 JANUARY 4, 1990

and known as trust number 90-1-3 in order to secure

an indebtedness of TWO HUNDRED FORTY FIVE THOUSAND AND 00/100 Dollars (\$ 245,000.00) Executed a mortgage of even date herewith, mortgaging to BANK OF CHICAGO / LITTLE

the following described real estate:

SEE ATTACHED

DEPT-01 RECORDING \$14.25  
T4555 TRAN 2471 01/03/91 16:31:00  
#5402 + E \* - 91 - 004426  
COOK COUNTY RECORDER

and, whereas, BANK OF CHICAGO / LITTLE VILLAGE is the holder of said mortgage and the sole secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned BANK OF CHICAGO / GARFIELD RIDGE

hereby assigns, transfer and set over unto BANK OF CHICAGO / LITTLE VILLAGE

hereinafter referred to as the Association 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 Association 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 Association and especially those certain leases and agreements now existing upon the property hereinabove described.

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

It is understood and agreed that the said Association 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 Association, 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 understood and agreed that the Association 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.

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 Association 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.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter.

This assignment of rents is executed by BANK OF CHICAGO / GARFIELD RIDGE

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 BANK OF CHICAGO / GARFIELD RIDGE 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

BANK OF CHICAGO / GARFIELD RIDGE 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 BANK OF CHICAGO / GARFIELD RIDGE

BANK OF CHICAGO / GARFIELD RIDGE 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, BANK OF CHICAGO / GARFIELD RIDGE 91004426

not 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 Corporate Secretary, this 28th day of DECEMBER A. D. 19 90

BANK OF CHICAGO / GARFIELD RIDGE  
As Trustee as aforesaid and not personally.

By [Signature]  
Assistant Vice President

ATTEST [Signature]  
Corporate Secretary

Vertical handwritten text on the left margin: 51750430, Maria, etc.

Vertical handwritten text on the right margin: 91004426

UNOFFICIAL COPY

Assignment of Rents

Box

To

Loan No.

Bank of Chicago / Little Village  
3333 W. 26th St  
Chicago IL 60623



OFFICIAL SEAL -  
CATHERINE A. HUGHES  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4/20/93

STATE OF ILLINOIS  
COUNTY OF COOK } SS.  
I, Catherine A. Hughes, a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, THAT June A. Novolny, Assistant Vice President of Bank of  
Chicago / Garfield Ridge, an Illinois Banking Corporation  
and  
Julie A. Novak, Corporate Secretary of said corporation, who are personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such Asst. Vice President, and Corporate  
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 corporation, as Trustee as aforesaid  
for the uses and purposes therein set forth; and the said Corporate Secretary then and there acknowledged that she  
as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her own free and voluntary  
act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth  
GIVEN under my hand and Notarial Seal this 28th day of December A. D. 19 90  
My Commission Expires 4/20/93  
Catherine A. Hughes  
Notary Public

226500426

Property of Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION

### Parcel 1:

LOTS 35 AND 36 IN BLOCK 1 IN THE SUBDIVISION OF THE EAST PART OF LOT 7 IN MC CAFFERY AND MURPHY'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 5, 1896 AS DOCUMENT 2354781 IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 4444-46 SOUTH KEDZIE, CHICAGO, IL 60632

TAX I.D. #19-02-414-040

### Parcel 2:

LOTS 20, 21 AND 22 IN BLOCK 14 IN COBE AND MCKINNON'S 63RD STREET AND SACRAMENTO SUBDIVISION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 38, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2914 W. 63RD STREET, CHICAGO, IL

TAX I.D. #'S 19-13-329-033 (LOT 20); 19-13-329-032 (LOT 21);  
19-13-329-031 (LOT 22)

### Parcel 3: \*

LOTS 9 AND 10 IN BLOCK 2 IN CLEAR PARK A SUBDIVISION OF THE NORTH WEST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS: 5923 WEST 63RD ST., CHICAGO, IL 60638

TAX I.D. #19-20-200-016 (LOT 9) AND 19-20-200-015 (LOT 10)

### Parcel 4:

LOT 4 AND 5 IN BLOCK 1 IN BLOOM'S SUBDIVISION OF THE NORTH 1/2 (EXCEPT THE SOUTH 16 1/2 FEET THEREOF) IN BLOCK 22 IN THE CANAL TRUSTEES SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1711 WEST 35TH STREET, CHICAGO, IL 60609

TAX I.D. #'S 17-31-405-004 (LOT 5) 17-31-405-005 (LOT 4)

### Parcel 5:

LOT 16 IN KINVARRA HILLS, BEING A SUBDIVISION OF OF THE EAST 1/2 OF BLOCK 5 AND ALL OF BLOCK 6 IN JOHN M. POWELL'S DIVISION OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 9807 WEST SOMERSET LANE, PALOS PARK, IL 60464

TAX I.D. # 23-28-407-001

\*PARCEL 3 IS A JUNIOR ASSIGNMENT OF RENTS.