

# UNOFFICIAL COPY

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FOR CORPORATE TRUSTEE

## SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

American National Bank and Trust Company of Chicago, as Trustee Loan No. 11-001666-7

a corporation organized and existing under the laws of the United States 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 December 19, 1990, and known as trust number 113165-02

in order to secure an indebtedness of and 00/100-----Dollars (\$ 188,000.00 ),

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

the following described real estate: PLEASE REFER TO ATTACHED LEGAL DESCRIPTION!!!

14<sup>00</sup>

UNIT NUMBER E IN 2643 NORTH SOUTHPORT CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE NORTH 8 FEET OF LOT 5 AND ALL OF LOT 6 IN ALTGELD'S SUBDIVISION OF THE NORTH } OF THE SOUTH EAST } OF SUB-BLOCK 4 OF BLOCK 44 IN SHEFFIELDS ADDITION TO CHICAGO IN THE SOUTH WEST } OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN,

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM ~~NUMBER~~ AS DOCUMENT NUMBER 9611175, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2643 N. SOUTHPORT CHICAGO, ILLINOIS 60614

Mortgagee also hereby grants to the mortgagee, its successors and assigns, all rights and covenants appurtenant to the above described real estate, the rights and covenants for the benefit of said property set forth in the Declaration of Condominium aforesaid.

This mortgage is subject to all rights, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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ement of its own

discretion, and to bring or intend any such reconstruction with 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 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, water and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such a broker, 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 President, and its corporate seal to be hereunto affixed and attested by its

Secretary, this 19th day of December, A.D. 19 90

ATTEST:

Secretary

BY: [Signature] As Trustee as aforesaid and not personally J. J. [Signature] Vice President

STATE OF Illinois ) AS I, B. M. SOVIETSKI ) COUNTY OF Cook )

and for said County in the State aforesaid, DO HEREBY CERTIFY THAT [Signature] was at

personally known to me to be the [Signature] President of American National Bank and Trust Company of Chicago

a corporation, and 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 day of JAN 2 1991, A.D. 19

[Notary Seal: B. M. SOVIETSKI, Notary Public, My Commission Expires...]

THIS INSTRUMENT WAS PREPARED BY Box 218

Doreen R. Halal Security Federal Savings and Loan Association of Chicago 1209 North Milwaukee Avenue Chicago, Illinois 60622

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COOK COUNTY, ILLINOIS  
CLERK OF COURT

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Chicago, Illinois 60622  
1209 North Milwaukee Avenue  
Loan Association of Chicago  
Security Federal Savings and Loan Association of Chicago  
Boreen R. Hatal  
THIS INSTRUMENT WAS PREPARED BY Box 218

OFFICIAL SEAL  
L. M. SOYAKOVSKI  
Notary Public  
Notary Public  
L. M. SOYAKOVSKI  
Notary Public  
L. M. SOYAKOVSKI  
Notary Public

FILE 101

GIVEN under my hand and Notarial Seal this  
day of JAN 2 1991  
A.D. 19  
Secretary of said corporation, and personally known to me to be the  
Assistant  
personally known to me to be the  
President of American National Bank and Trust Company of Chicago  
and for said County, in the State of Illinois, that  
L. M. SOYAKOVSKI  
Notary Public in  
the undersigned, a Notary Public in  
COUNTY OF ILLINOIS  
COOK  
STATE OF ILLINOIS  
Secretary, this  
day of December  
A.D. 1990

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee of, has caused these presents  
to be signed by its  
President, and its corporate seal to be hereunto affixed and attested by its  
Secretary, this  
day of December  
A.D. 1990  
BY  
L. M. SOYAKOVSKI  
Notary Public  
L. M. SOYAKOVSKI  
Notary Public  
L. M. SOYAKOVSKI  
Notary Public

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 corporation hereby assigns, transfers, and sets over unto said Mortgagee, and/or its successors and assigns, all  
her rights and interest in and to the premises hereinafter 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 in-  
tent hereby to establish an absolute transfer and assignment of all such leases and agreements and all the aforesaid hereunder unto  
the undersigned, do hereby irrevocably appoint the said Mortgagee the agent of the undersigned for the management of  
said property, and to bring and defend any suits in connection with 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  
Mortgagee may do.  
It is understood and agreed that the said Mortgagee shall have the power to use and apply said aforesaid, issues and profits  
toward the payment of any present or future indebtedness or liability of the undersigned to the said Mortgagee, due or to be-  
come 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, and also toward the payment of a real estate broker for leasing said prem-  
ises 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 under-  
signed 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, 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 undersigned 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 hereafter.  
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 thereon, or any indebtedness, certain 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,  
said, or its executors, administrators, successors and assigns, the legal holder or holder of said note and the owner of any indebted-  
ness securing 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.

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F.W.

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Assignment of Rents 91066394  
FOR CORPORATE TRUSTEE  
SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO  
APPROVED AND FORWARDED: \_\_\_\_\_  
President and Trustee Company of Chicago as Trustee  
11-06/666-7

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COOK COUNTY, ILLINOIS

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