

UNOFFICIAL COPY 91058156

KNOW ALL MEN BY THESE PRESENTS, that whereas, AMERICAN NATIONAL BANK and TRUST COMPANY of Chicago, a national banking association

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 January 25, 1991

and known as trust number 113339-03, in order to secure an indebtedness of THREE HUNDRED FIFTY THOUSAND and 00/100 Dollars

(\$350,000) executed a mortgage of even date herewith, mortgaging to SAVINGS BANK the following described real estate:

Lot 2 and Lot 3 in the Subdivision of parts of Lots 1 and 2 in Dawson's Subdivision of Lot 9 in the Subdivision by John Davlin and others of the Northwest 1/4 of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, according to plat recorded August 10, 1896 in Book 71, of plats, page 20, as Document number 2427337 in Cook County, Illinois. PIN # 13 26 117 008; Lot 2 13 26 117 007; Lot 3 Property address: 2976-78 N Milwaukee

and, whereas, 1ST SECURITY FEDERAL SAVINGS BANK 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 AMERICAN NATIONAL BANK and TRUST COMPANY of CHICAGO

hereby assign, transfer, and set over unto 1ST SECURITY FEDERAL SAVINGS BANK 936 N Western Av Chicago, IL 60622

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 AMERICAN NATIONAL BANK and TRUST COMPANY of CHICAGO 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 AMERICAN NATIONAL BANK and TRUST COMPANY 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 AMERICAN NATIONAL BANK and TRUST COMPANY 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 Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as AMERICAN NATIONAL BANK and TRUST COMPANY of CHICAGO 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, AMERICAN National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid, has caused these presents signed by its Assistant Secretary, this 1ST day of FEBRUARY 1991

ATTEST Secretary By Assistant Vice President

1ST DEPT. OF RECORDING
761111 TRAN 7195 02/06/91 12:11:00
45003 # A # - 91-058156
COOK COUNTY RECORDER

Handwritten signature of Assistant Secretary

Handwritten signature of Assistant Vice President

Handwritten initials 'AB'

STATE OF ILLINOIS
COUNTY OF Cook

UNOFFICIAL COPY

I, DEBRA L WHITE, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT J. MICHAEL WIELAN Vice President of
American National Bank and Trust Company of Chicago

Peter Hoffmann 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 Vice President, and Asst

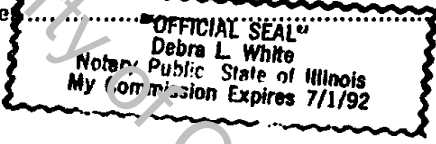
Secretary, respectively, appeared before me this day in person and acknowledged that they signed and
delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said

corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the
said Asst Secretary then and there acknowledged that he, as custodian of the corporate seal

of said corporation, did affix said seal to said instrument as his 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 5th day of February, A. D. 1991
Debra L White
Notary Public

My Commission Expires



Property of Cook County Clerk's Office

Box 91058156

Assignment of Rents

TO

Loan No.