

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

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KNOW ALL MEN BY THESE PRESENTS, that whereas,

AMERICAN NATIONAL BANK AND TRUST COMPANY OF

CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE U/T/A DTD. 1/18/91, A/K/A TRUST NO. 113-300-08,
UNITED STATES of AMERICA, County of COOK, and

of the State of ILLINOIS, in order to secure an indebtedness of
ONE HUNDRED FORTY FOUR THOUSAND AND NO/100

Dollars \$ 144,000.00,

executed a mortgage of even date herewith, mortgaging to
MIDAMERICA FEDERAL SAVINGS BANK

the following described real estate:

PIN: 18-20-100-076-1016

and, whereas, MIDAMERICA 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*,
As Trustee, am so record and not individually,

hereby assign ^s, transfer ^s and set ^s over unto

MIDAMERICA FEDERAL SAVINGS BANK

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 relet 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 the 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 4TH

MARCH

A. D. 19 91

day of

This instrument is executed by the undersigned Land Trustee, not personally but as such
Trustee in the exercise of the powers and authority conferred upon him as such
Trustee. It is expressly understood and agreed that all of the undersigned, including his
representatives, agents, successors and assigns, shall be liable to the Association for the acts of the
Trustee and shall be subject to all the terms and conditions contained in this instrument, to the same extent
as if personally responsible. The undersigned does not warrant that the Association
enforces against the lessee or any other person, any covenant, understanding or agreement contained in this instrument.

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS
COUNTY OF

{ SS }

THE UNDERSIGNED

, a Notary Public in and for said County, in

I, the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the same person whose name
appeared before me this day in person, and acknowledged that
I have delivered the said instrument as

subscribed to the foregoing instrument
signed, sealed, and de-

livered free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this

day of

A. D. 19

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Notary Public

UNOFFICIAL COPY

Assignment of Rents

JOHN CHRISTOPHER

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MIDAMERICA FEDERAL SAVINGS BANK
55TH AND HOLMES AVE
CLARENDS HILLS, IL 60514

127 KENNETH NEPPIE - UNIT 207
INDIAN HEAD PARK, IL 60525

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PAGE 2 OF 3 OF INDIAN HEAD PARK CONDOMINIUM UNIT NUMBER 1, SUBDIVISION OUT LOT 3 OF THE FOLLOWING DESCRIPTIVE REAL STATE: PART OF 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 89531005 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE CONDOMINIUM ELEMENTS, IN GOOD CONDITON, MILLION DOLLARS PARCEL 2: EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 20 A LITITLED CONDOMINIUM ELEMENT AS DELINERATED ON THE SURVEY ATTACHED TO THE DECLARATION OF RECORDS 1127 AGACIA DRIVE CONDOMINIUM, AS PERMITTED BY THE SURVEY IN THE FOLLOWING DESCRIPTIVE REAL STATE: PART OF 38 NORTH, RANGE 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTHL, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 89531005 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE CONDOMINIUM ELEMENTS, IN GOOD CONDITON, MILLION DOLLARS PARCEL 2: EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE 20 A LITITLED CONDOMINIUM ELEMENT AS DELINERATED ON THE SURVEY ATTACHED TO THE DECLARATION OF RECORDS 1127 AGACIA DRIVE CONDOMINIUM, AS PERMITTED BY THE SURVEY IN THE FOLLOWING DESCRIPTIVE REAL STATE: PART OF 38 NORTH, RANGE 1/2 OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP

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and the said Secretary, then and there acknowledged that as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes herein set forth.

the State aforementioned, DO HEREBY CERTIFY THAT I, MIGUEL A. VILLENA
President of
VIEC

STATE OF ILLINOIS
COUNTY OF ^{ST. CLAIR}
AND N. J. MABCHER
SS {