

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that I, the undersigned, do hereby assign to LaSalle National Trust, N.A. Successor Trustee to

UNOFFICIAL COPY

31365315

RIDER ATTACHED HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF.

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 June 1, 1984, and known as trust number 108012, in order to secure an indebtedness of One Hundred Sixty Five Thousand and 00/100 Dollars (\$165,000.00) Executed a mortgage of even date herewith, mortgaging to

WASHINGTON SAVINGS AND LOAN ASSOCIATION OF CHICAGO

the following described real estate: Lot "A" in the Resubdivision of Lot 11 and the South 1 1/2 feet of Lot 10 in Harland and Others Addition to Chicago, in Assessor's Division of the West 1/2 and the North East 1/2 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Common Address: 3322 S. Morgan Tax Index 17 32 217 170 0000

Lots 15 and 16 in Harland's and Others' Addition to Chicago, a subdivision of Lots 6 to 12 and Lot 7 (except West 172' thereof) in the Assessor's Division of the West 1/2 of the North East 1/2 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 3322 S. Morgan St Tax Index # 17 32 217 174 0000 Chicago, Ill. 60608

hereby assign, transfer and set over unto WASHINGTON SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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. LaSALLE NATIONAL TRUST, N.A. Successor Trustee to

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 LaSalle National Bank 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 LaSalle National Bank 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 LaSalle National Bank

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 LaSalle National Bank

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, LaSalle National Bank not personally but as Trustee as aforesaid, has caused these presents to be signed by its VICE President, and its corporate seal to be hereunto affixed and attested by its ASSISTANT Secretary this 10th day of June, A. D. 19 90. LaSALLE NATIONAL TRUST, N.A. Successor Trustee to LaSalle National Bank

As Trustee as aforesaid and not personally

ATTEST: Assistant Secretary By: VICE President

73-08-282 71

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STATE OF ILLINOIS
COUNTY OF Cook } SS.

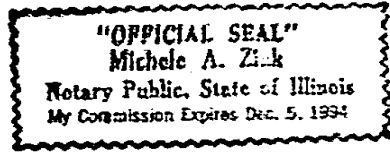
I, The undersigned, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT JOSEPH W. LANG VICE President of
LaSalle National Bank, A National Banking Association

and William H. Dillon ASSISTANT 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 ASSISTANT 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 ASSISTANT 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 14th day of June A. D. 1991

Michele A. Zilk
Notary Public

My Commission Expires 12-5-94



DEPT-01 RECORDINGS \$14.00
TELEPHONE 9976 07/27/91 16:05:00
5255 + A * -91-565315
COOK COUNTY RECORDER

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

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1400

DELIVER TO
C. T. JONES
Box 333

91365315

Box

Assignment of Rents

TO

WASHINGTON SAVINGS & LOAN ASSOCIATION
OF CHICAGO
2869 ARCHER AVENUE
CHICAGO, ILLINOIS - 60608

1039

Loan No.

O. H. Press, Chicago

93

UNOFFICIAL COPY

CHED HERETO IS HEREBY MADE A PART HEREOF.

73-08-2P2 (1)

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS that whereas Lasalle National Bank, N.A. Successor Trustee to

and not personally, 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 June 1, 1984

and known as trust number 108012, in order to secure

an indebtedness of One Hundred Sixty Five Thousand and 00/100 Dollars

(\$ 165,000.00) Executed a mortgage of even date herewith, mortgaging to

WASHINGTON SAVINGS AND LOAN ASSOCIATION OF CHICAGO

and, whereas, WASHINGTON SAVINGS AND LOAN ASSOCIATION OF CHICAGO 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

WASHINGTON SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

herebefore 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 is the intention hereby to establish an absolute transfer and assignment

of all such leases and agreements and all the rents 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 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, 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 avals,

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. LASALLE NATIONAL TRUST, N.A. Successor Trustee to

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a

wavier of its right of exercise hereafter.

This assignment of rents is executed by LASALLE NATIONAL BANK

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 LASALLE NATIONAL BANK

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 part

of either individually or as LASALLE NATIONAL BANK

Trustee aforesaid, personally to pay the said note or any interest thereon, or any indebtedness accruing

hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly

waved by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as

Justice aforesaid, or its successors, personally are concerned, the legal holder of holders of said note and the owner of 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

not personally but as Trustee aforesaid, has caused these presents to be signed by its

President, and LASALLE NATIONAL BANK

Secretary, this day of

JUNE

1990

As Trustee as aforesaid and not personally.

ATTEST

By _____

Secretary

Lasalle National Bank

Lasalle National Bank

Lasalle National Bank

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Box

Assignment of Rents

TO

WASHINGTON SAVINGS & LOAN ASSOCIATION
OF CHICAGO
2869 ARCHER AVENUE
CHICAGO, ILLINOIS - 60608

Loan No. 1039

O.K. Press, Chicago

30
5/19/91
DUPLICATE

3981500

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1991 JUN 22 AM 10:33
CAROL ROSELEY BRAUN
REGISTRAR OF TITLES

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MM

DEPT-01 RECORDINGS \$14.00
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5255 + A *-91-365315
COOK COUNTY RECORDER

OFFICIAL SEAL
Michelle A. Zink
Notary Public, State of Illinois
My Commission Expires Dec. 5, 1994

My Commission Expires 12-5-94

Notary Public

Michelle A. Zink
A. D. 19 91

I, *Joseph W. Lang*, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT *Joseph W. Lang*, Vice President of *Lasalle National Bank, A National Banking Association*,
and *William H. Dillon*, Assistant 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 *Joseph W. Lang*, Vice President, and *William H. Dillon*,
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 *Joseph W. Lang*, Secretary then and there acknowledged that *Joseph W. Lang*, as custodian of the corporate seal
of said corporation, did affix said seal to said instrument as *Joseph W. Lang* 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 *12/19* day of *June*, A. D. 19 *91*

DELIVER TO
CHICAGO
Box 333

Property of Cook County Clerk's Office