

UNOFFICIAL COPY

ASSIGNMENT OF RENTS (Individual, Corporation, and Corporate Land Trustee)

Loan No. 33-65041-02

32690917

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, _____
MAYWOOD-PROVISO STATE BANK

TR. NO. 8330 DATED: DECEMBER 18, 1989

of the _____ VILLAGE _____ of _____ MAYWOOD _____ County of _____ COOK _____, and State of _____ ILLINOIS _____

in order to secure an indebtedness of _____ ONE HUNDRED TWENTY-TWO THOUSAND AND NO/100 _____

Dollars (\$ _____ 122000.00 _____), executed a mortgage of even date herewith, stored in DEPT-01 RECORDINGS #34888 TRAM 2979 09/17/92 12:50:00 \$34883 #92-670917 COOK COUNTY RECORDER \$25.00

CRAGIN FEDERAL BANK FOR SAVINGS

hereinafter referred to as the Mortgagee, the following described real estate:

LOT 28 IN BLOCK 5 IN CUMMINGS AND FOREMAN'S REAL ESTATE CORPORATION GOLF CLUB SUBDIVISION IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 807 S. 19TH AVENUE, MAYWOOD, ILLINOIS 60153. Deferment of the date of the first installment due under this obligation is hereby changed to

PERMANENT INDEX #15-10-330-003

November 1, 1992
Deferment of the maturity date stipulated is hereby changed to

October 1, 2007
CRAGIN FEDERAL BANK FOR SAVINGS
by B. Wade Mecht

92690917

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 hereby assigns, transfers, and set over unto said Mortgagee, 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 Mortgagee 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 to the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee 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 name(s) 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 Mortgagee may do.

It is understood and agreed that the 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 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, 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 further understood and agreed, that in the event of the expiration 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 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 Mortgagee 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 Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this _____ day

of _____ A. D. 19 _____

(SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

DEPT-01 RECORDINGS \$25.00
#34888 TRAM 2979 09/17/92 12:51:00
#34883 #92-670917
COOK COUNTY RECORDER

STATE OF _____ }
COUNTY OF _____ } ss.

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ 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 _____

Notary Public

MY COMMISSION EXPIRES _____

394
0252596
377 E. Butterfield St. Chicago, Illinois 60609
1-800-222-1368
Box 403

Property of Cook County Clerk's Office

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25

UNOFFICIAL COPY

My Commission expires: _____
Notary Public, State of Illinois
Genaye Foster
"OFFICIAL SEAL"
My Commission expires: 9/24/93
A. D. 19 92
GIVEN under my hand and Notarial Seal this 25th day of August

did affix said seal to said instrument as Trustee as aforesaid, for the uses and purposes therein set forth.
then and there acknowledged that she _____ as custodian of the corporate seal of said corporation.
as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary
document as their own free and voluntary act and as the free and voluntary act of said corporation.
to the foregoing instrument as such Vice President and Assistant Secretary, respectively,
MAYWOOD-PROVISO STATE BANK, and GAIL WALSON, Assistant Secretary
State aforesaid, do hereby certify that JOHN P. STRWISHA, Vice President of
I, Genaye Foster, a Notary Public, in and for said County, in the

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

ATTEST: _____
Assistant Secretary
BY _____
Vice President
MAYWOOD-PROVISO STATE BANK
As Trustee as aforesaid and not personally

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 25th day of August, A. D. 19 92

In Witness Whereof, MAYWOOD-PROVISO STATE 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 25th day of August, A. D. 19 92
This Assignment of Rents is executed by MAYWOOD-PROVISO STATE BANK, not personally but as Trustee only,
and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises,
covenants, undertakings and agreements of the said Trustee, not as any admission that the said Trustee is entitled to
any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that the Trustee at no
time is entitled to receive any of the rents, issues or profits of or from said trust property. This instrument is executed by
MAYWOOD-PROVISO STATE BANK, as Trustee, solely in the exercise of the authority conferred upon it as said
Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it,
its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein
or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the
mortgagee or holder of said Note and by all persons claiming by, through or under said mortgage and released by the
holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder.
It is understood and agreed that MAYWOOD-PROVISO STATE BANK, individually or as Trustee, shall have no obligation
to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be
liable for any action or non-action taken in violation of any of the covenants or promises herein contained.

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its
President and its corporate seal to be hereunto affixed and attested by its
Secretary this 25TH day of AUGUST, A. D. 19 92
MAYWOOD-PROVISO STATE BANK
TR. NO 8330 DATED: DECEMBER 18, 1989

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