## UNOFFICIAL COPY

#### ASSIGNMENT OF RENTS

NOW ALL MEN BY THESE PRESENTS, FIRST NATIONAL BANK OF EVERGREEN PARK, not individually, but as Trustee under Trust Agreement dated December 14, 1991, and known as Trust Number 12180, of 3105 W. 95th Street, Evergreen Park, Illinois 60642, in order to secure an indebtedness of THREE HUNDRED THOUSAND AND 00/100 (\$300,000.00) DOLLARS, executed a MORTGAGE of even date herewith, mortgaging to ARGO SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAM ASSOCIATION the following described real estate:

LOT 3 IN RIDGEDALE, A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. NO.: 14-18-221-003-0000

DEPT-01 RECORDINGS \$27.50 T+7777 TRAN 2785 01/14/92 14:45:00 +0769 + H #-92-026050

COOK COUNTY RECORDER

COMMONLY KNOWN AS: 6616 WEST 104TH PLACE, CHICAGO RIDGE, ILIJNOIS 60415

 $_{and}$  -92-026050

WHEREAS, ARGO SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION is the holder of said MORTGAGE and NOTE secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned Trustee hereby assigns, transfers and sets over unto ARGO SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION, hereinafter referred to as the LENDER, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, sither 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 LENDER 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 LENDER and especially those certain leases and agreements now or hereafter existing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the said LENDER the agent of the undersigned for the management of said property, and does hereby authorize the LENDER to let and re-let

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STATE OF Illinois SS. COUNTY OF Cook

I, the undersigned, a Notary Public, in and for said county, in the State aforesaid, do hereby certify that Joseph C. Fanelli President of PARKWAY BANK AND TRUST COMPANY, Senior Vice , Asst. Trust Officer and Narlcy Rodigherio 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 Senier Vice President , and Assistant Trust officer Saxweller, respectively, appeared before me this day in person acknowledged than 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 Trust Officer Sarremark then and there acknowledged that he/she, as custodian of the corporate seal of said corporation, did affix said seal to 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.

GIVEN under my hand and Notarial Seal this 8th day of \_\_\_ January , A.D. 1992.

My Commission Expires

Prepared By and Mail To:

Frances M. Pitts, Vice President General Counsel ARGO SAVINGS, A FEDERAL SAVINGS AND LOAN ASSOCIATION 7600 West 63rd Street Summit, Illinois 60501-1812



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IN WITNESS WHEREOF, FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee aforesaid has caused these presents to be signed by its Senior Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer Secondary, this 8th day of January , 1992.	
ATTEST:	FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee U/T/A dated 12-14-91, A/K/A Trust No. 12180, and not personally
By: Mariaget Podequero  Its: Assistant Trusc Officer	By: O Trust Office  Its: Senior Vice President Trust Office
[SEAL]	
	Office Co

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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 on 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 LENDER 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 LENDER, 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, instruce, 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 by necessary.

It is understood and agreed that the LENDER 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 contained therein.

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 lay of each and every month shall, in and of itself constitute a forcible entry and detainer and the LENDER 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 Anglynment 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 Covenent running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the gaid LENDER shall have been fully paid, at which time this Assignment and power of attorney shall terminator.

The failure of the LENDER to exercise any right which it might exercise hereunder shall not be deemed a waiver by the LENDER of its right of exercise thereafter.