

## UNOFFICIAL COPY

*Mail to*  
Euro-First Bank  
1400 N. Western Ave.  
Chicago, IL 60622  
*Serial # 4445*

JCF 3

NOW ALL MEN BY THESE PRESENTS, that whereas, **GREATBANC TRUST COMPANY 92091182** AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK

a corporation organized and existing under the laws of the STATE of ILLINOIS

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 05/13/74

and known as trust number 3215 in order to secure an indebtedness of SEVENTY-FOUR THOUSAND TWO HUNDRED FIFTY AND 00/100 Dollars \$ 74,250.00 executed a mortgage of even date herewith, mortgaging to FINANCIAL FEDERAL SAVINGS BANK OF OLYMPIA FIELDS.

the following described real estate:

DEPT-11 RECORD T \$27.50  
T#7777 TRAN 4762 02/13/92 12:54:00  
SEE RIDER ATTACH B6871 # \*-92-C91182  
COOK COUNTY RECORDER

and, whereas, FINANCIAL 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, **GREATBANC TRUST COMPANY**, hereby assign, transfer, and set over unto, **FINANCIAL FEDERAL SAVINGS BANK OF OLYMPIA FIELDS**,

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 such 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 **GREATBANC TRUST COMPANY**.

not personally but as Trustee as aforesaid, the exercise of the power and authority conferred upon and vested in it as such Trustee and said **GREATBANC TRUST COMPANY** hereby warrants that it possess 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

other individual or as Trustee aforesaid personally to have 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, to be expressly waived by the mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as

either individual 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 of any

**GREATBANC TRUST COMPANY**

IN WITNESS WHEREOF **GREATBANC TRUST COMPANY** not personally but as Trustee as aforesaid, has caused these presents to be signed by its **Land Trust Officer XXXXXX** and **President XXXXXX** this 24<sup>th</sup> day of JANUARY A.D. 1992

GreatBanc Trust Company

As Trustee as aforesaid and not personally

*Michael Wietat* 2750  
APLESI President  
MI 60735  
By *Angela Giannotti*  
Land Trust Officer

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STATE OF ILLINOIS Cook }  
COUNTY OF ..... } SS.

I.....The Undersigned....., a Notary Public, in and for said County, in the State aforesaid.

DO HEREBY CERTIFY, THAT.....Angela Giannetti, Officer.....~~PRESIDENT~~ Land Trust Great Banc Trust.....

Company..... and

Michael Welgat, President ~~SECRETARY~~ Land Trust Officer, ~~SECRETARY~~ President and ~~President~~ ~~SECRETARY~~

whose names are subscribed to the foregoing instrument as such.....~~President~~ and ~~President~~

~~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.....President.....~~SECRETARY~~ then and there acknowledged that.....they.....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....24th.....day of....January.....A.D 19.....92 .

*Ronald J. Strasser*

Notary Public

My Commission Expires.....



Box \_\_\_\_\_  
Assignment of Rents  
\_\_\_\_\_

TO

Loan No. \_\_\_\_\_

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FEDERAL LAND COURT PAGE 1 OF 1

TAX NO. 32 06 100 066 1002

PAPER 1:

BRIEF NUMBER 102 AS DELINQUENT ON SURVEY OF A TRACT OF LAND DESCRIBED AS FOLLOWS: -  
THAT PART OF TOTS 1 AND 2 (TAKEN AS A TRACT) TO THE SOUTHEAST OF THE HOMESTEAD LINE OF  
FEET OF THAT PART OF THE NORTHEAST 1/4 LYING WESTLY OF THE HOMESTEAD LINE OR  
WAY LINE OF THE ILLINOIS GENERAL RAILROAD AND THAT PART OF THE NORTHEAST 1/4 OF  
SECTION 6, ALL IN TOWNSHIP 35 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL  
MERIDIAN, DESCRIBED AS FOLLOWS: - BEGINNING AT A POINT OF INTERSECTION OF THE  
WESTERLY RIGHT OF WAY LINE OF ILLINOIS GENERAL RAILROAD AND SOUTH LINE OF SAID  
TOTS 1 AND 2 (TAKEN AS A TRACT) SAID POINT BEING 465 OR FEET SOUTHEASTERLY (BY  
MEASURED OR SAID RIGHT OF WAY LINE) OF A LINE 33 FEET SOUTH OF (MEASURED AT 90 DEGREE  
ANGLES) THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 6; THENCE SOUTHEASTERLY ON  
THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD, TO THE POINT OF INTERSECTION WITH  
WITH THE NORTH LINE OF "FLOSSWOOD SUBDIVISION", A SUBDIVISION OF THAT PART OF THE  
NORTHEAST 1/4 OF SECTION 6; THENCE WESTERLY ON THE NORTH LINE OF "FLOSSWOOD  
SUBDIVISION" TO THE POINT OF INTERSECTION WITH A LINE 150 OR FEET EAST OF AND  
PARALLEL TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 6; THENCE WESTERLY ON  
SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 100 FEET WEST OF AND  
PARALLEL TO THE NORTH LINE OF "FLOSSWOOD SUBDIVISION"; THENCE PARALLEL TO THE  
LAST NAMED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 100 FEET EAST  
OF AND PARALLEL TO THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 6; THENCE  
WESTERLY ON THE LAST NAMED PARALLEL LINE, A DISTANCE OF 12 FEET TO A POINT;  
THENCE SOUTHEASTERLY ON A STRAIGHT LINE A DISTANCE OF 84 33 FEET TO THE POINT OF  
INTERSECTION WITH A LINE 100 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF  
"FLOSSWOOD SUBDIVISION"; THENCE EASTERLY ON THE LAST NAMED PARALLEL LINE TO THE  
POINT OF INTERSECTION WITH A LINE 70 FEET WESTERLY OF AND PARALLEL (AS MEASURED  
AT 90 DEGREE ANGLES) TO THE WESTERLY RIGHT OF WAY LINE OF SAID RAILROAD; THENCE  
WESTERLY ON THE LAST NAMED PARALLEL LINE, A DISTANCE OF 80 FEET TO THE  
POINT; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, A DISTANCE OF 70 FEET TO THE  
POINT OF BEGINNING. ALL IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS  
EXHIBIT "A" TO DECLARATION OF COMPLETION OF SURVEY MADE BY JOHN GLENNIE, MEMBER  
BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NUMBER 11-1906 AND FILED  
AS DOCUMENT #P2126217 AND RECORDED AS DOCUMENT ISSUED AS NUMBER 11-1906  
TIME; TOGETHER WITH THE UNPAID REVENUE INTEREST IN THE COMMON PLATTE, CO.  
COOK COUNTY, ILLINOIS.

PAPER 2:

PERPETUAL EASEMENT FOR THE BENEFIT OF PAPER 1 ABOREMENT UNTIL THE DATE  
THEREOF FALLING IN TAX 1, ABOREMENT, FOR A PRIVATE ROAD FOR TRAVEL AND TRAIL  
IN EVERY POSSIBLE MANNER INCLUDING BUT NOT EXCLUSIVELY BY HORSES, CARS, BOATS  
CARRIAGE AND FOR LIGHT AND AIR, AS CREATED BY THE DEED FROM JOHN GLENNIE AND  
SOPHIE GOETSCHALK, ILLS. WIFE, TO MARIA COPPEY DATED DECEMBER 27, 1892 AND RECORDED  
DECEMBER 28, 1892 AS DOCUMENT #7752912, OR AND OVER A STATE OF LAND OR LAND  
WITHIN EXTENDING FROM THE WESTERLY LINE OF THE "PAPER" OF PAPER 1 ABOREMENT, TO

(CONTINUED ON NEXT PAGE)

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REIDER A

PAGE 2

THE EAST LINE OF WESTERN AVENUE, THE SOUTHERLY LINE OF SAID PRIVATE ROAD BEING THE  
SOUTHERLY LINE OF SAID FABRIC OR PART OF, ALLEGED, EXTENDED WESTWARD TO SAID  
DURELL ROAD AND THE NORTHERLY LINE OF WHICH SAID ROAD BEING PARALLEL WITH SAID  
SOUTHERLY LINE AND 50 FEET, MEASURED AT RIGHT ANGLES, DISTANCE THEREFROM, AND IN COOK  
COUNTY, ILLINOIS.

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