

UNOFFICIAL COPY

92095888

FOR CORPORATE TRUSTEE

92095888

Loan No. _____

a corporation organized and existing under the laws of the STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS 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 January 10, 1992, and known as trust number 5428, in order to secure an indebtedness of Two Hundred Thousand Dollars and No/100 Dollars (\$ 200,000.00), executed a mortgage of even date herewith, mortgaging to FIRST STATE BANK AND TRUST COMPANY OF PALOS HILLS the following described real estate:

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOT 1 (EXCEPT THE WEST 50 FEET THEREOF) AND EXCEPT THE EAST 140 FEET THEREOF AND EXCEPT THAT PART LYING SOUTHERLY OF A LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID LOT 1, 21.55 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 1 TO A POINT ON THE WEST LINE OF SAID LOT 1, 13.88 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1 IN THE RESUBDIVISION OF LOT 1 IN HICKORY HILLS SUBDIVISION BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 30 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE WEST 50 FEET OF LOT 1 (EXCEPT THAT PART OF WHICH IS SOUTH OF A LINE DRAWN FROM A POINT OF THE EAST LINE OF SAID LOT 1, 21.55 FEET NORTH OF THE SOUTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID LOT 1, 13.88 FEET NORTH OF THE SOUTHWEST CORNER THEREOF) IN THE SUBDIVISION OF LOT 1 IN HICKORY HILLS SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE EAST 30 ACRES OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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

This assignment of rents is executed by said corporation 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 corporation 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 corporation, either individually or as 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 said corporation, 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, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its AVP & T.O. ~~XXXXXX~~ and its corporate seal to be hereunto affixed and attested by its ~~XXXXXX~~ ATO.

~~XXXXXX~~, this 11th day of February, A.D., 1992.

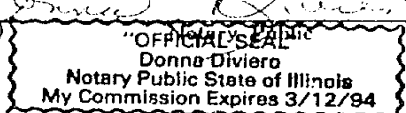
ATTEST:
Brian Granato
Brian Granato Asst. T.O.
STATE OF _____
COUNTY OF _____

Standard Bank & Trust Co. of Hickory Hills
As Trustee as aforesaid and not personally
BY *Bridgette W. Scanlan*
Bridgette W. Scanlan
AVP & T.O.
President

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT *Bridgette W. Scanlan* the undersigned, a Notary Public in personally known to me to be the AVP & T.O. ~~XXXXXX~~ of Standard Bank & Trust Co. of Hickory Hills a corporation, and Brian Granato Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered the said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 11th day of February, A.D. 1992

THIS INSTRUMENT WAS PREPARED BY *2350*



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Property of Cook County Clerk's Office



Walsh, Neville, Pappas and McInerney
Attn. Maria
221 N. LaSalle Street, Suite 2100
Chicago, IL 60601

65-3260-26

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SAF Systems and Forms

OFFICIAL SEAL
Donna Oliver
Notary Public State of Illinois
My Commission Expires 3/12/94

THIS INSTRUMENT WAS PREPARED BY

GIVEN under my hand and Notarial Seal, this 11th day of February, A.D. 1992

and deed of said corporation, for the uses and purposes therein set forth. The said instrument appeared before me this day in person and several Officers of said corporation and caused the corporate seal of said corporation to be affixed and delivered to me by the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing a corporation, and Brian Granato personally known to me to be the AFO

personally known to me to be the AVP & TO SECRETARY of Standard Bank & Trust Co. of Hickory and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

the undersigned, a Notary Public in COUNTY OF STATE OF

BY BRIDGETTE W. SCANLAN, President
Standard Bank & Trust Co. of Hickory
As Trustee as aforesaid and not personally

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its AVP & TO SECRETARY and its corporate seal to be hereunto affixed and attested by its AVP & TO SECRETARY

any payment secured by the mortgage or after a breach of any of its covenants. It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate. The failure of the said Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said Mortgagee of its right of exercise hereafter.

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 under- 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.

It is understood and agreed that the said Mortgagee 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 Mortgagee, due or to be- come 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, fees, and customary commissions to a real estate broker for leasing said prem- ises and collecting rents and the expense for such a lawyer, agents and servants as may reasonably be necessary.

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporation has hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or hereafter made or agreed to, or which may be made or agreed to, by the Mortgagee under the power herein granted, it being the in- tention hereby to establish an estate transfer and assignment of all such leases and agreements and all the avals hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property heretofore described.

The undersigned, do hereby appoint the said Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the said Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suit in connection with said premises in its own name or in the name of the undersigned, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Mortgagee may do.

and, whereas, said mortgage is the holder of said mortgage and the note secured thereby:

88-36026

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02/20/2015

Walsh, Beverly, Pappas and Mahoney
Att. Maria
221 N. LaSalle Street, Suite 2100
Chicago, IL 60601



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