

93998561

# UNOFFICIAL COPY

## Assignment of Rents

The Northern Trust Company,

FOR CORPORATE TRUSTEE

Loan No. 93998561

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 December 20, 1977, and known as trust number TH00168

in order to secure an indebtedness of one hundred sixty eight thousand and 00/100 Dollars (\$ 168,000.00 ),

executed a mortgage of even date herewith, mortgaging to

FIRST FEDERAL SAVINGS BANK OF PROVISO TOWNSHIP

252-

the following described real estate:

LOT 'A' IN PASSIS RESUBDIVISION OF LOTS 12, 13 AND 14 IN BLOCK 8 OF UNITED REALTY COMPANY'S FIRST ADDITION TO WILLOW CREST, A SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH ALL THAT PART OF VACATED HAWTHORNE LANE LYING WESTERLY OF AND ADJOINING LOT 12 AFORESAID, ALL IN VILLAGE OF NORTHFIELD, IN COOK COUNTY, ILLINOIS. Prop. Add. - 1850 Oak St., Northfield, IL 60093 and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby: PIN: 04-24-211-020

MAY 1 1978

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporate Trustee hereby assigns, transfers, and sets 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 unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably 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 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 Mortgagee may do.

It is understood and agreed that the said 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 said 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 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 month shall, in and of itself constitute a forcible entry and detainer and the said Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry 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 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 the 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 President, and its corporate seal to be hereunto affixed and attested by its

Secretary, this first day of December, A.D., 19 93

ATTEST:

Mary E. Crowe  
Secretary

THE NORTHERN TRUST COMPANY  
As Trustee as aforesaid and not personally  
BY Mark A. Hall  
President

STATE OF Illinois

COUNTY OF

as I,

the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mark A Hall

personally known to me to be the Second Vice President of The Northern Trust Company

a corporation, and Mary E. Crowe personally known to me to be the Assistant Secretary 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 1st day of December, A.D. 19 93.

Kim A. Wharton  
Notary Public

MAIL TO: Box 333

THIS INSTRUMENT WAS PREPARED BY:  
FIRST FEDERAL SAVINGS BANK OF PROVISO TOWNSHIP  
4565 W HARRISON STREET  
EASTSIDE IL 60162



22ARCT1—Standard Corporate Trustee Form Assignment of Rents for use with Standard Mortgage Form 30MCT1 and Standard Promissory Installment Note Form 31NCT1 of the Accounting Division—AS & AS, INC., 111 E. Wacker Drive, Chicago, Illinois 60601 (174)

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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**Kim A. Morton**  
Notary Public, State of Illinois  
My Commission Expires 8/24/94

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in his own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against The Northern Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

1993 (R.F. 81)

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Property of Clerk's Office

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