

**UNOFFICIAL COPY**

LOAN NO. 13921-6

**BOX 260**

KNOW ALL MEN BY THESE PRESENTS, that whereas, **COMMUNITY SAVINGS BANK**

a corporation organized and existing under the laws of the STATE of ILLINOIS, **93085630**

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 12-17-92

and known as trust number L1-750, in order to secure

an indebtedness of FIVE HUNDRED THOUSAND AND 00/100 Dollars  
500,000.00

(\$.....) Executed a mortgage of even date herewith, mortgaging to COMMUNITY SAVINGS BANK  
the following described real estate: SEE ATTACHED RIDER

LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) IN BLOCK ONE (1) IN CHARLES LOUCK'S BELMONT AVENUE SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST QUARTER (NE-1/4) OF THE NORTHWEST QUARTER (NW-1/4) OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 13-29-101-021; 13-29-101-022; AND 13-29-101-023, 13-29-101-024.

PROPERTY COMMONLY KNOWN AS:

3148-52 N. MELVINA AVENUE - CHICAGO, ILLINOIS 60634.

may hereafter become due under or by virtue of any lease, either oral or written, 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 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 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 thereon.

This assignment of rents is executed by COMMUNITY SAVINGS BANK  
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 COMMUNITY SAVINGS BANK 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.....

**COMMUNITY SAVINGS BANK**

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 **COMMUNITY SAVINGS BANK**

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 **COMMUNITY SAVINGS BANK**

IN WITNESS WHEREOF, **COMMUNITY SAVINGS BANK**

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 Asst. Secretary, this 26TH day of DECEMBER, 1992 A. D. 19..... **COMMUNITY SAVINGS BANK**

ATTTEST [Signature]  
Secretary

By [Signature]  
President

93085630

93085630

UNOFFICIAL COPY

Box 331

Assignment of Rents

COMMUNITY SAVINGS BANK, TR# LT-750

1748-52 N. MELVINA AVENUE

CHICAGO, IL 60634

TO

COMMUNITY SAVINGS BANK  
4801 W. BELMONT AVENUE  
CHICAGO, IL 60641

Loan No. 13921-6

DEPT-01 RECORDING \$23.00  
TRAN 6735 02/02/93 14:13:00  
1695 \* 93-93-105580  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

OFFICIAL SEAL  
KATHERINE R. SWANSON  
Notary Public, State of Illinois  
My Commission Expires 6/20/96

STATE OF ILLINOIS  
COUNTY OF Cook } SS.  
I, KATHERINE R. SWANSON, a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, THAT \_\_\_\_\_, President of \_\_\_\_\_  
COMMUNITY SAVINGS BANK  
and \_\_\_\_\_, 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 \_\_\_\_\_, President, and \_\_\_\_\_, Asst.  
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  
Asst. Secretary then and there acknowledged that \_\_\_\_\_, as custodian of the corporate seal  
of said corporation, did affix said seal to said instrument as \_\_\_\_\_, 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 \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1993  
My Commission Expires \_\_\_\_\_  
Notary Public

039508133

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF Cook

SS.

I, Katherine R. Swanson, a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, THAT Dane H. Clevon, President of

COMMUNITY SAVINGS BANK

and Barbara Kostelancik, Asst. 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 President, and Asst.

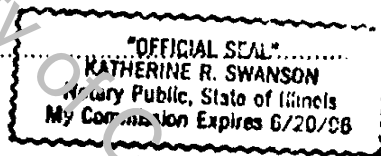
Secretary, respectively, appeared before me this day in person and acknowledged that they signed and  
delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said  
corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the  
said Asst. Secretary then and there acknowledged that she, as custodian of the corporate seal

of said corporation, did affix said seal to said instrument as her 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 28th day of December, A. D. 1992

*Katherine R. Swanson*  
Notary Public

My Commission Expires



DEPT-01 RECORDING \$23.00  
1:6666 TRAM 6735 02/02/93 14:13:00  
#1693 \* 93-085630  
COOK COUNTY RECORDER

Box 331

## Assignment of Rents

COMMUNITY SAVINGS BANK, TR# LI-750

3148-52 N. MELVINA AVENUE

CHICAGO, IL 60634

TO

COMMUNITY SAVINGS BANK  
4901 N. BELMONT AVENUE  
CHICAGO, IL 60641

13921-6

Loan No.

KNOW ALL MEN BY THESE PRESENTS, that whereas, COMMUNITY SAVINGS BANK

ASSIGNMENT OF RENTS

STATE

a corporation organized and existing under the laws of the

and, whereas, COMMUNITY SAVINGS BANK is the holder of

said mortgage and the note secured thereby:

NOW, T. W. WHEBROK, in order to further secure said indebtedness, and as a part of the consideration of said

transaction, the undersigned, COMMUNITY SAVINGS BANK

hereby assigns, transfers, and sets over into

COMMUNITY SAVINGS BANK

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 avals hereunder into the Association and especially those certain leases and agreements now existing upon the property heretofore described.

The undersigned, do hereby irrevocably appoint the said 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 undesignated, 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 avals, 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 leases, 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 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 forfeiture 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 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 hereafter. This assignment of rents is executed by the Trustee (and said COMMUNITY SAVINGS BANK) 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 COMMUNITY SAVINGS BANK.

Trustee, hereafter, to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant or implied herein contained, all such liability, if any, being expressly waived by the Mortgage and by every person now or hereafter claiming any right of security hereunder, and that as far as COMMUNITY SAVINGS BANK is concerned, the legal holder/holder/said note and the owner or owners of either individually or as

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, COMMUNITY SAVINGS BANK IN WITNESS WHEREOF, has caused these presents to be signed by its President, and

its corporate seal to be hereunto affixed and attested by its Asst. Secretary, this 26TH day of DECEMBER, 1927. COMMUNITY SAVINGS BANK

UNOFFICIAL COPY

ATTEST: SECRETARY President