

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, that whereas, **COMMUNITY SAVINGS 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..... 2-2-93

and known as trust number...LT-766....., in order to secure

an indebtedness of...ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100.....Dollars

(\$125,000.00) Executed a mortgage of even date herewith, mortgaging to..... This instrument was prepared under
COMMUNITY SAVINGS BANK.....

the following described real estate: SEE ATTACHED RIDER
Chicago, Illinois 60611

and, whereas, **COMMUNITY 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 **COMMUNITY SAVINGS BANK**

herby assign....., transfer..... and set..... over unto.....
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 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 cure 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 hereafter.

This assignment of rents is executed by.....
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..... 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

COMMUNITY SAVINGS BANK..... 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 **COMMUNITY SAVINGS BANK**

IN WITNESS WHEREOF, **COMMUNITY SAVINGS BANK**..... 93321565
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..... day of
FEBRUARY..... A. D. 19..... 4TH

ATTEST *[Signature]* Secretary
By *[Signature]* President

NR 5124/1062 NIA 2/20/93

2350 BMR

UNOFFICIAL COPY

Assignment of Rents

Box 331

COMMUNITY SAVINGS BANK, TR# LT-766

5412 W. DAKIN STREET

CHICAGO, ILLINOIS 60641

TO

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

Loan No. 13952-6

PROPERTY COMMONLY KNOWN AS: 5412 W. DAKIN STREET - CHICAGO, ILLINOIS 60641

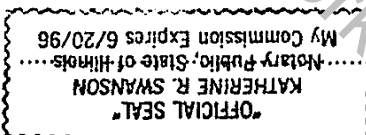
PERMANENT INDEX NUMBER: 13-21-101-034-0000.

93321565

LOT SIXTEEN (16) IN BLOCK ONE (1) IN BELTON LAND COMPANY'S RESUBDIVISION OF BLOCKS ONE (1), TWO (2), THREE (3) AND FOUR (4) OF DAVID L. FRANK'S SUB-DIVISION OF LOT ONE (1) IN THE SUBDIVISION OF THE EAST HALF (E-1/2) OF THE WEST HALF (W-1/2) OF THE NORTH WEST QUARTER (NW-1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

- * DEPT-01 RECORDING \$23.50
- * 11111 TRAN 9443 04/30/93 10:49:00
- * #6799 * 93-321565
- * COOK COUNTY RECORDER

93321565



Katherine R. Swanson
Notary Public
A. D. 19 93
9th day of February

STATE OF ILLINOIS }
Cook }
COUNTY OF } SS.
I, Katherine R. Swanson, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT
Dane H. Clevon
COMMUNITY SAVINGS BANK
President of
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