

UNOFFICIAL COPY

94391582

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 3-22-94.....
....., and known as trust number LT-875....., in order to secure
an indebtedness of ONE HUNDRED NINETY-SIX THOUSAND AND 00/100..... Dollars
(\$ 196,000.00) Executed a mortgage of even date herewith, mortgaging to

COMMUNITY SAVINGS BANK

the following described real estate: SEE ATTACHED RIDER

THE WEST HALF (W-1/2) OF LOT EIGHT (8) AND ALL OF LOT NINE (9) IN BLOCK SEVEN (7) IN MARWOOD'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 2,947.5 FEET OF THE NORTH 445 FEET OF SECTION THIRTY-SIX (36), (EXCEPT THAT PART THEREOF WHICH LIES NORTH OF THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD) ALSO THAT PART OF THE EAST 24.50 CHAINS OF THE SOUTHEAST QUARTER (SE-1/4) OF SECTION TWENTY-FIVE (25), LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD IN TOWNSHIP FORTY (40) NORTH, RANGE TWELVE (12), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 12-36-201-043-0000.

PROPERTY COMMONLY KNOWN AS:

7517 W. FULLERTON AVENUE - ELMWOOD PARK, ILLINOIS 60635.

....., with 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 thereafter.

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..... 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.

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..... Assistant Secretary, this 16TH day of

APRIL..... A.D. 19..... 94

COMMUNITY SAVINGS BANK

As Trustee as aforesaid and not personally

ATTEST

Assistant Secretary

By

President

94391582

BOX 331-CT1

7507199/F1/Windley
3-22-94

Box 331

Assignment of Rents

COMMUNITY SAVINGS BANK, TR# LT-875

757 N. FULLERTON AVENUE

EMMODO PARK, ILLINOIS 60635

TO RETURN

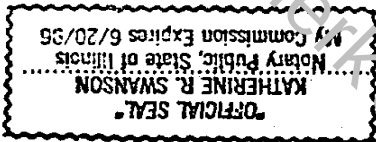
COMMUNITY SAVINGS BANK
4081 N. BELMONT AVENUE
CHICAGO, ILLINOIS 60641

Loan No. 14593-3

UNOFFICIAL COPY

Property of Cook County Clerk's Office

COOK COUNTY & ILLINOIS
FILED FOR RECORD
94 MAY -2 AM 8:26
94391582



My Commission Expires

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
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 Assistant
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
Assistant 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 16th day of April A. D. 1994
Katherine R. Swanson Notary Public

28516346

LOAN# 14593-3

ASSIGNMENT OF RENTS

94391582

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

ILLINOIS

of

a corporation organized and existing under the laws of the STATE

is the holder of

and, whereas, COMMUNITY SAVINGS BANK

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

hereby assigns, transfers, and sets 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 avals 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 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 leasing said premises and collecting rents and the expense for such attorney, 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 thereafter. This assignment of rents is executed by COMMUNITY SAVINGS BANK. Trustee (and said COMMUNITY SAVINGS BANK) and said COMMUNITY SAVINGS BANK, 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, to pay the said note or any interest thereon, or any indebtedness accruing thereunder, or to perform any covenant 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.

IN WITNESS WHEREOF, COMMUNITY SAVINGS BANK, its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 16TH day of APRIL, 1944.

By _____ Assistant Secretary
COMMUNITY SAVINGS BANK
President, and

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BOX 331-CT1

PS

Handwritten 300

94391582

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 Assistant
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 Assistant 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 16th day of April, A. D. 1994

My Commission Expires



Katherine R. Swanson
Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

94 MAY -2 AM 8:26

94391582

94391582

Box 331

Assignment of Rents

COMMUNITY SAVINGS BANK, TR# LT-875

7517 W. FULLERTON AVENUE

ELMWOOD PARK, ILLINOIS 60635

TO *Return*

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

Loan No. 14593-3