

UNOFFICIAL COPY

95895318

FOR CORPORATE TRUSTEE

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

COSMOPOLITAN NATIONAL BANK OF CHICAGO as Trustee

Loan No. 11-240359-0

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

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 10, 1987 and known as trust number 28383

in order to secure an indebtedness of TWO HUNDRED SIXTY SIX THOUSAND TWO HUNDRED FIFTY AND 00/100'S Dollars (\$ 266,250.00)

executed a mortgage of even date herewith, mortgaging to SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

the following described real estate:

Cosmopolitan National Bank of Chicago
Cosmopolitan National Bank of Chicago

PLEASE REFER TO ATTACHED LEGAL DESCRIPTION. "EXHIBIT A"

and, whereas, said Mortgagee 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 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 and every 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 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 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 President, and its corporate seal to be hereunto affixed and attested by its

Secretary, this 19TH day of DECEMBER, A.D., 19 95

ATTEST: COSMOPOLITAN NATIONAL BANK OF CHICAGO
As Trustee as aforesaid and not personally

For signatures and exculpatory provisions, see rider hereto attached which is expressly incorporated herein and made a part BY _____ Secretary hereof. _____ President

STATE OF _____)
COUNTY OF _____) ss. EVIDENCE OF TITLE] for property located at: Superior
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT] (NOT YET RECEIVED) the undersigned, a Notary Public in

personally known to me to be the _____ President of _____ personally known to me to be the _____

a corporation, and 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 _____ day of _____, A.D. 19 _____

THIS INSTRUMENT WAS PREPARED BY BOX 218
MARTHA PATRICIA RAMIREZ
SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO
1209 NORTH MILWAUKEE AVENUE, CHICAGO, IL 60622

Notary Public

7.3500
P. 32.00
67.00

Handwritten notes: 11/11/1987, 288 815 L, C# 7578 876

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DEPT-01 RECORDING
120012 TRAN 2352 12/26/95 05:06:00 \$35.00
7049 JH *-95-895518
COOK COUNTY RECORDER
DEPT-10 PENALTY
\$32.00

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"EXHIBIT A"

PARCEL 1:

LOT 58 IN BULLOCK AND BARNES SUBDIVISION OF THE NORTH 1/2 OF BLOCK 2 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1724 WEST SUPERIOR P.I.N. 16-01-421-021-0000
CHICAGO, IL 60622

PARCEL 2: 2652 WEST IOWA P.I.N. 17-07-202-034-0000
CHICAGO, IL 60622

LOT 27 AND THE EAST 3 FEET OF LOT 26 IN PLOCK 2 IN EASTONS SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 33 FEET AND THE SOUTH 33 FEET THEREOF) IN COOK COUNTY ILLINOIS

PARCEL 3: 5218 WEST NORTH AVENUE P.I.N. 13-33-326-032-0000
CHICAGO, IL 60639

LOT 23 IN BLOCK 8 IN ULLMANN'S SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE WEST 1/3 OF THE SOUTH 20 ACRES OF THE WEST 26.63 CHAINS OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 40, NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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This ASSIGNMENT OF RENTS is executed by COSMOPOLITAN BANK AND TRUST 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 COSMOPOLITAN BANK AND TRUST 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 COSMOPOLITAN BANK AND TRUST, 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 COSMOPOLITAN BANK AND TRUST, 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, COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, has caused these presents to be signed by its V.P. & Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant V.P., this 18th day of December, 19 95.

ATTEST:

Alice A. Lanham BY: Judith A. Wiel
Assistant V.P. V.P. & Trust Officer

STATE OF ILLINOIS

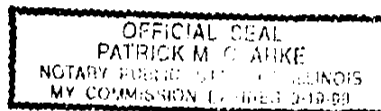
SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Gerald A. Wiel and Alice A. Lanham, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such V.P. & Trust Officer and Assistant V.P. 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Assistant V.P. then and there acknowledged that said Assistant V.P. as custodian of the corporate seal to be affixed to said instrument as said Assistant V.P.'s own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 18th day of December A.D., 19 95.

Patrick M. Clarke
NOTARY PUBLIC



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When recorded return to:

DEPT-01 RECORDING \$25.00
T#0012 TRAN 8352 12/26/95 15:06:00
#7051 # JM *-95-895319
COOK COUNTY RECORDER

Loan No. 0275856

Recorder's Stamp

MODIFICATION/AMENDMENT TO EQUITY LOAN MORTGAGE AND NOTE

This Amendment to Equity Loan Mortgage and Note ("Amendment") dated as of DECEMBER 20TH, 1995, between DEBRA D. BROWN, A NEVER MARRIED WOMAN

(the "Borrower") and Bell Federal Savings and Loan Association (the "Lender");

WITNESSETH:

Whereas, the Borrower and the Lender have executed that certain Equity Loan Mortgage dated SEPTEMBER 16, 1993 and recorded with the Recorder's office of COOK County, Illinois on OCTOBER 12, 1993 as Document Number 93815857, encumbering the real property described on Schedule A attached hereto (the "Mortgage") to secure the payment of sums due under that certain Bell Federal Savings and Loan Association Equity Loan Note and Disclosure Statement dated SEPTEMBER 16, 1993 executed by the Borrower and delivered to the Lender (the "Agreement"); and

Whereas, the Borrower has requested that the Lender amend the Note to increase the principal sum available thereunder from \$ 40,800.00 to \$ 43,800.00, and to extend through DECEMBER 20, 2000 the period in which the Borrower may obtain new loans under the Note; and

Whereas, the Borrower and the Lender desire to amend the Mortgage and the Note to reflect the increase in the amount of the principal sum available under the Agreement and to extend the expiration date for the availability of new loans, and extend the maturity date;

Now Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower and the Lender hereby agree as follows:

1. The first paragraph appearing on the first page of the Mortgage shall be amended as follows:
 - a. The amount of the "Principal Sum" appearing on the seventh line of the paragraph shall be increased from \$ 40,800.00 to \$ 43,800.00.
 - b. The Due Date is hereby extended to N/A.
2. The Note is hereby amended in the following respects:
 - a. The amount of the principal sum is increased as shown in Section 1a. above.
3. The Borrower(s) hereby affirm(s) and agree(s) that the Mortgage shall secure the repayment of all indebtedness incurred pursuant to the Note as hereby amended with interest thereon as well as all other sums advanced in accordance with the Mortgage.

74-00147
LH
07

95895319

25.00

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