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Assignment of Deeds

95021682

FOR CORPORATE TRUSTEE

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

BANK OF BAVENSWOOD

Loan No. 11-240257-6

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 OCTOBER 19, 1989 and known as trust number 25-10386

TWO HUNDRED EIGHTY-FIVE THOUSAND

in order to secure an indebtedness of FIVE HUNDRED AND 00/100'S Dollars (\$285,500.00)

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

the following described real estate: THE NORTH 1/2 OF LOT 35 AND 10 FOOT STRIP EAST ADJOINING SAID NORTH 1/2 OF LOT 35 IN BROOMELL'S SUBDIVISION OF THE WEST 1/2 OF DUPLATS (OR BLOCKS) 1D AND 11 IN CANAL TRUSTEES' SUBDIVISION OF EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, P.L.N. 14-29-402-016-0000 COMMONLY KNOWN AS: 223 N. SEMINARY CHICAGO, ILLINOIS 60614

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 name 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 agent 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 attorney, 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 a

Secretary, this 10TH day of JANUARY, A.D. 19 95

ATTEST

As Trustee as aforesaid and not personally
BY: M. Juarez (Trustee) B. Brooks (President)

STATE OF ILLINOIS

COUNTY OF COOK

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

personally known to me to be the Trustee

a corporation and personally known to me to be the 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 10TH day of JANUARY, A.D. 19 95

Mail To

Silvia R. Juarez
Notary Public

THIS INSTRUMENT WAS PREPARED BY BOX 218
MARIA JUAREZ
SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO
1209 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60622

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EXECUTION BY TRUSTEE

The corporate Trustee named herein being duly authorized to do so by the Trust Instrument or by any person having a power of attorney over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

The right to hereby conveyed by the mortgagee to make partial release or release of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior liens, which partial release or release shall not impair in any manner the validity of or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co signer, surety or endorser from personal liability for the indebtedness hereby secured.

This mortgage is executed by the undersigned 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 undersigned 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 undersigned, 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 hereby 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 the undersigned, 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 proceeds 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, co signer, surety, or endorser, if any.

IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused this instrument to be signed by its

Trust Officer Matthew Brooks, its corporate seal to be hereunto attixed and attested by its Secretary, this 4th day of January, A.D., 1995.

American Federal Bank and Trust Company of Chicago
As trustee as aforesaid and not personally

ATTEST: Matthew Brooks
Secretary

Matthew Brooks
Trust Officer President

STATE OF ILLINOIS

COUNTY OF COOK Jan. 1, the undersigned Silvia Ribeiro, A Notary

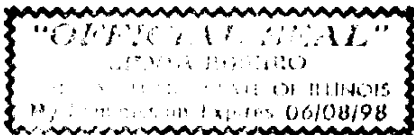
Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

MARION JEFF BROOKINS personally known to me to be the Trust Officer, President of American Federal Bank and Trust Company of Chicago a corporation, and Silvia Ribeiro personally known to me to be the 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 lawfully 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 attixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the true and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 7th day of January, A.D., 1995

THIS INSTRUMENT WAS PREPARED BY: Box 210 Silvia Ribeiro Notary Public

MARIA JUAREZ
SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO
1209 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60622



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