

UNOFFICIAL COPY

Assignment of Rents

95065518

FOR CORPORATE TRUSTEE

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

FIRST OF AMERICA BANK-ILLINOIS AS SUCCESSOR IN INTEREST TO
FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE
TRUST NO. 2095, DTD. 1-19-90

Loan No. 11-240258-4

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 JANUARY 19, 1990, and known as trust number 2095

in order to secure an indebtedness of ONE HUNDRED TWENTY THOUSAND 00/100'S---Dollars (\$ 120,000.00),

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

the following described real estate:

LOT 18 AND THE SOUTH 1/2 OF LOT 19 IN HURFORD'S SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 11 IN CANAL TRUSTEES SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.L.N. 17-05-26-021-0000 COMMONLY KNOWN AS: 1311 N BOSWORTH, CHICAGO, IL 60622

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 20TH day of JANUARY

FIRST OF AMERICA BANK-ILLINOIS AS SUCCESSOR INTEREST TO
FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE
TRUST NO. 2095, DATED 1-19-90

ATTEST:

As Trustee as aforesaid, and not personally
subject to the exclusivity provisions attached
BY: [Signature] and [Signature] President

Secretary

STATE OF

COUNTY OF

ss.

I,

the undersigned, a Notary Public in

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

personally known to me to be the President of

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

day of

A. D. 19

Notary Public

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

This instrument does not affect to whom the tax
liability is to be paid. Information is required to be received with
this instrument.

Box 333 CH

7528975J

CP 95065518 39 58

95065518

2300

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$23.00
140012 TRAN 2029 01/27/95 12:40:00
\$1886 # RE *-95-065518
COOK COUNTY RECORDER

95065518

50

UNOFFICIAL COPY

This instrument does not affect to whom the tax bill is to be billed and therefore no Tax Billing Information Form is required to be recorded with this instrument.

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose of with the intention of binding said Trustee personally but are made and intended for the purpose of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against First of America Bank-Illinois, N.A. as successor in interest to First State Bank and Trust Company of Park Ridge or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FIRST OF AMERICA BANK-ILLINOIS
as successor in interest to
FIRST STATE BANK AND TRUST COMPANY OF
PARK RIDGE, not personally but as
Trustee under Trust No. 2095

By: Tom Ch
Its: (Assistant) Trust Officer

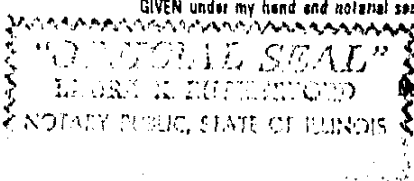
Attest: Dorothy S. Seal
Its: (Assistant) Trust Officer

95065518

State of Illinois)
) ss.
County of Cook)

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that the above named officers of the FIRST OF AMERICA BANK-ILLINOIS, N.A. as successor in interest to FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said officers did also then and there acknowledge that said officer, as Custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said officer's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of January, 19 95



Notary Public Aurora K Rutherford

UNOFFICIAL COPY

Property of Cook County Clerk's Office