

UNOFFICIAL COPY

37.00  
134.00  
32.00

MORTGAGE

96475116

THIS INDENTURE WITNESSETH: That the undersigned  
COLE TAYLOR BANK, AN ILLINOIS BANKING CORPORATION

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 February 4, 1991  
and known as trust number 91-1004, hereinafter referred to  
as the Mortgagor, does hereby Mortgage and ~~Warrant~~

DAMEN FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the United States of America  
referred to as the Mortgagee, the following real estate, situated in the County of Cook  
in the State of Illinois, to wit:

Lots 15 and 16 in Block 2 in McPherson and Allerton's to Chicago, said Addition, being a  
Subdivision of Block 25 in Canal Trustee's Subdivision of Section 33, Township 39 North,  
Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

3720-22 South Emerald, Chicago, IL 60609  
Permanent Index #17-33-313-053 and 17-33-313-034

- DEPT-01 RECORDING \$37.00
- T#0012 TRAN 1023 06/20/96 14:53:00
- #1167 : CG \*-96-475116
- COOK COUNTY RECORDER
- DEPT-10 PENALTY \$34.00

BOX 333-CTI

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, venetian blinds, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; it being the intention hereof (a) to pledge said rents, issues and profits on a par with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and of the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income obtain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorneys' fees incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

TO HAVE AND TO HOLD the said property with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith, in the sum of TWO HUNDRED THOUSAND AND NO/100 Dollars (\$ 200,000.00 ), which note together with interest thereon as provided by said note, is payable in monthly installments of One Thousand Eight Hundred Ninety-six and 90/100 DOLLARS (\$ 1,896.90 or) more on the 1st day of each month, commencing with September 1, 1996 until the entire sum is paid.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

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annum, which may be paid or incurred by or on behalf of the Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Master's fees and costs, publication costs, public costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, in the decree of sale all expenditures and expenses together with interest thereon at the rate of per

per the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness shall be nullified by the appointment of a receiver or entry in possession of a receiver but he may elect to terminate any lease junior to it no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises allowed for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, and such rents, issues and profits, when collected, may be applied before as well as after the Master's sale, the redemption, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect regard to the solvency of the Mortgagee or the then value of said premises, or whether the same shall then be occupied by at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any or said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

(5) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagee, or any party claiming under him, and without making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any or said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

(4) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagee abandon any or said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

(3) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagee, and may foreclose to sue or may extend time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagee hereunder or upon the debt hereby secured;

(2) That it is the intent hereof to secure payment of said note when the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A (2) above, or for either purpose;

## B. THE MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so covenanted; that the Mortgagee may also in any act it may deem necessary to protect the lien hereof; and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall be the obligation upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim for advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purposes not to do hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

(2) That it is the intent hereof to secure payment of said note when the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A (2) above, or for either purpose;

(3) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon said premises;

(4) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed;

(5) To keep said premises in good condition and repair, without waste, and free from any mechanicals, or other lien or claim of lien not expressly subordinated to the lien hereof;

(6) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act;

(7) To comply with all requirements of law with respect to the mortgaged premises and the use thereof;

(8) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appliances, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property;

(9) That if the Mortgagee shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

## A. THE MORTGAGOR COVENANTS:

(1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those hereafter due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee upon request, with the original or duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement.

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Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding, which might affect the premises or the security hereof. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

(6) That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of the Mortgagee to require or to enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

(7) This mortgage is executed by COLE TAYLOR BANK, AN ILLINOIS BANKING 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 COLE TAYLOR BANK, AN ILLINOIS BANKING 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 COLE TAYLOR BANK, AN ILLINOIS BANKING 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 Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as COLE TAYLOR BANK, AN ILLINOIS BANKING 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.

(8) SEE ATTACHED RIDER MADE A PART HEREOF:

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IN WITNESS WHEREOF, COLE TAYLOR BANK, AN ILLINOIS BANKING 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 18th day of June, A. D. 19 96

ATTEST:

COLE TAYLOR BANK, AN ILLINOIS BANKING CORPORATION  
As Trustee as aforesaid and not personally

*[Signature]*  
Sr. Trust Officer Secretary

By Constance E. Conside  
President LAND TRUST OFFICER

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

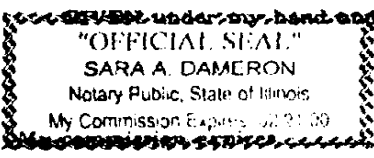
This document prepared by:  
Faustina Davis

DAMEN SAVINGS  
5100 S. Damen Ave., Chicago, IL 60609-5698

STATE OF ILLINOIS }  
COUNTY OF Cook } ss.

I, \_\_\_\_\_ a Notary Public, in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Constance E. Conside LAND TRUST OFFICER, President of JACKLIN ISHA Sr. Trust Officer COLE TAYLOR BANK, and \_\_\_\_\_ Secretary of said corporation, who are personally known to me to be the same persons

whose names are subscribed to the foregoing instrument as LAND TRUST OFFICER President, and \_\_\_\_\_ Sr. Trust Officer 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 \_\_\_\_\_ Secretary then and there acknowledged that \_\_\_\_\_ as custodian of the corporate seal of said corporation, did affix said seal to said instrument as \_\_\_\_\_ 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.



Notarial Seal, this 18 day of June, A. D. 19 96

*[Signature]*  
Notary Public

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Box.....

## MORTGAGE

COLE TAYLOR BANK, AN ILLINOIS  
BANKING CORPORATION, AS TRUSTEE

UNDER TRUST AGREEMENT DATED FEBRUARY  
4, 1991 AND KNOWN AS TRUST NO. 91-1004

.....  
DAMEN FEDERAL BANK FOR SAVINGS  
to  
.....

Property of Cook County Clerk's Office

96475116

Loan No. DR 10204-7

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CAUTION!!!

ATTACHED RIDER MADE A PART HEREOF

(8) IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST THEREIN OR BENEFICIAL INTEREST OF A LAND TRUST IS SOLD OR TRANSFERRED BY BORROWER WITHOUT LENDER'S PRIOR WRITTEN CONSENT, EXCLUDING (a) THE CREATION OF A LIEN OR ENCUMBRANCE SUBORDINATE TO THIS MORTGAGE, (b) THE CREATION OF A PURCHASE MONEY SECURITY INTEREST FOR HOUSEHOLD APPLIANCES, (c) A TRANSFER BY DEVISE, DESCENT OR BY OPERATION OF LAW UPON THE DEATH OF A JOINT TENANT, (d) THE GRANT OF LEASEHOLD INTEREST OR THREE YEARS OF LESS NOT CONTAINING AN OPTION TO PURCHASE, LENDER MAY, AT LENDER'S OPTION, DECLARE ALL THE SUMS SECURED BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE. LENDER SHALL HAVE WAIVED SUCH OPTION TO ACCELERATE IF, PRIOR TO THE SALE OR TRANSFER, LENDER AND THE PERSON TO WHOM THE PROPERTY IS TO BE SOLD OR TRANSFERRED REACH AN AGREEMENT IN WRITING THAT THE CREDIT OF SUCH PERSON IS SATISFACTORY TO THE LENDER AND THAT THE INTEREST PAYABLE ON THE SUMS SECURED BY THIS MORTGAGE SHALL BE AT SUCH RATE AS LENDER SHALL REQUEST. IF LENDER HAS WAIVED THE OPTION TO ACCELERATE PROVIDED IN THIS PARAGRAPH, AND IF BORROWER'S SUCCESSOR IN INTEREST HAS EXECUTED A WRITTEN ASSUMPTION AGREEMENT ACCEPTED IN WRITING BY LENDER, LENDER SHALL RELEASE BORROWER FROM ALL OBLIGATION UNDER THIS MORTGAGE AND NOTE.

IN ADDITION, THE LENDER MAY DECLARE ALL SUMS DUE UNDER THE TERMS OF THIS PARAGRAPH FOR THE SOLE REASON OF MAINTAINING AN ACCEPTABLE RATE OF INTEREST ON THE LENDER'S MORTGAGE PORTFOLIO.

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Aug 14 2014

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## ATTACHED LAND TRUST MORTGAGE EXONERATION RIDER

This MORTGAGE is executed by The Land Trustee, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon vested in it as such Trustee (and said Land Trustee, 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 Trustee or on said Land Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the trustee and its successors and said Land Trustee 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.

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Property of Cook County Clerk's Office



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*Handwritten initials*

KNOW ALL MEN BY THESE PRESENTS, that whereas  
COLE TAYLOR BANK, AN ILLINOIS BANKING CORPORATION

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 February 4, 1991  
and known as trust number 91-1004, in order to secure  
an indebtedness of TWO HUNDRED THOUSAND AND NO/100 Dollars  
(\$ 200,000-00) Executed a mortgage of even date herewith, mortgaging to

DAMEN FEDERAL BANK FOR SAVINGS  
the following described real estate: 3720-22 S. Emerald, Chicago, IL 60609  
Permanent Index #17-33-313-033 & 17-33-313-034  
Lots 15 and 16 in Block 2 in McPherson and Allerton's to Chicago, said Addition, being a  
Subdivision of Block 25 in Canal Trustee's Subdivision of Section 33, Township 39 North,  
Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

and, whereas, DAMEN FEDERAL BANK FOR SAVINGS 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 COLE TAYLOR BANK, AN ILLINOIS BANKING CORPORATION  
hereby assigns, transfers, and sets over unto

DAMEN FEDERAL BANK FOR SAVINGS  
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 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 COLE TAYLOR BANK, AN ILLINOIS BANKING 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 COLE TAYLOR BANK, AN ILLINOIS BANKING 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

COLE TAYLOR BANK, AN ILLINOIS BANKING CORPORATION  
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

COLE TAYLOR BANK, AN ILLINOIS BANKING CORPORATION  
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, COLE TAYLOR BANK, AN ILLINOIS BANKING CORPORATION

not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

its corporate seal to be hereunto affixed and attested by its Secretary, this 18th day of  
JUNE, A. D. 1996  
COLE TAYLOR BANK, AN ILLINOIS BANKING CORPORATION

ATTEST *Signature*  
Secretary of Trust Officer

By *Signature*  
President LAND TRUST OFFICER

JUN 18 76 16-8 14L  
7 11 8 14L  
81 AM

96475113

Box \_\_\_\_\_

# Assignment of Rents

COLE TAYLOR BANK, AN ILLINOIS BANKING CORPORATION, AS TRUSTEE

TRUST AGREEMENT DATED FEBRUARY 4, 1991 AND KNOWN AS TRUST NO. 91-1004

DAMEN FEDERAL BANK FOR SAVINGS

TO \_\_\_\_\_

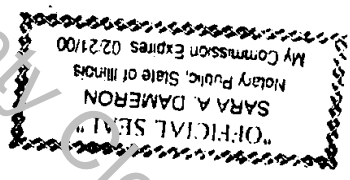
MAIL TO:  
DAMEN FEDERAL BANK FOR SAVINGS  
5100 SOUTH DAMEN AVE.  
CHICAGO, IL 60609

Loan No. DR 10204-7

O. K. Press, Chicago

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This document prepared by:  
Faustina Davila  
DAMEN FEDERAL BANK FOR SAVINGS  
8100 S. Damen Ave., Chicago, IL 60609-5696

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS.

I, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Constance E. Condit, Land Trust Officer of COLE TAYLOR BANK, JACKLIN ISHA, 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 Land Trust Officers, Sr. Trust Officer and Sr. Trust Officer, 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 Sr. Trust Officer, Secretary then and there acknowledged that as custodian of the corporate seal of said corporation, did affix said seal to said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal, this 18 day of June, A. D. 1996

My Commission Expires 02-21-00

Notary Public

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## ATTACHED LAND TRUST ASSIGNMENT OF RENTS EXONERATION RIDER

This ASSIGNMENT OF RENTS is executed by Land Trustee, not personally but as Trustee as aforesaid in the exercise of the power of authority conferred and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said deed or in said note contained shall be construed as creating any liability on the said Land Trustee personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Land Trustee personally is concerned, the legal holder of holders of said note and the owner or owners of any indebtedness accruing hereunder or any making any claim hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said trust deed and note provided.

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