

# UNOFFICIAL COPY

**PREPARED BY:**

JAMES B. CARROLL, ESQ.  
2400 West 95th Street, Suite 501  
Evergreen Park, Illinois 60805  
(708) 422-3766

**MAIL TO:**

ANDREW LINDSTROM, VP  
SOUTH END SAVINGS, S.B.  
18200 South Halsted Street  
Homewood, IL 60430

97089973

DEPT-01 RECORDING \$25.50  
T80011 TRAN 5545 02/07/97 11:15:00  
97545 + KF \*-97-089973  
COOK COUNTY RECORDER

**ASSIGNMENT OF RENTS  
LOT 1**

KNOW ALL MEN BY THESE PRESENTS, that whereas, HERITAGE TRUST COMPANY, an Illinois corporation, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated April 27, 1995, and known as Trust Number 95-5547 ("Mortgagor") in order to secure an indebtedness of One Hundred Thousand and 00/100ths (\$100,000.00) Dollars, of Mortgagor's Beneficiary did execute a Mortgage of even date herewith, mortgaging to SOUTH END SAVINGS, S.B., 18200 South Halsted Street, Homewood, IL ("Lender") the real estate legally described as follows: (hereinafter referred to as "Premises"):

LOT 1 IN GRATKOWSKI'S RESUBDIVISION OF THE SOUTH 1/2 OF LOT 17 IN ROBERTSON AND YOUNG'S SUBDIVISION OF PART OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING NORTH OF THE INDIAN BOUNDARY LINE AND OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 28-12-227-108

COMMONLY KNOWN AS: 14629 SHERMAN, POSEN, IL 60469

AND, WHEREAS, Lender is the holder of said Mortgage and the Notes secured thereby.

NOW, THEREFORE, as part of the consideration given by Mortgagor to Lender and on a party with the Mortgage, Mortgagor hereby absolutely assigns, transfers and sets over unto Lender, its successors and assigns, all the rents, issues and profits 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 which may be made or agreed to by the Mortgagor or by the Lender 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 rents thereunder and the issues and profits unto the Lender and especially those certain leases and agreements now existing upon the Premises hereinabove described.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

Mortgagor does hereby authorize the Lender 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, 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.

It is understood and agreed that the said Lender shall have the power to use and apply said rents, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgagor to the said Lender, 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 or part thereof and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Lender 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 the covenants of the Mortgage by Mortgagor.

It is further understood and agreed, that in the event of the exercise of this Assignment, the Mortgagor or its Beneficiaries will pay rent for any part of the Premises occupied by the Mortgagor or its Beneficiaries at the prevailing rate per month. A failure on the part of the Mortgagor or its Beneficiaries 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 Lender may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said part of the Premises. This Assignment shall be binding upon and inure to the benefit of the respective 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 Mortgagor to the said Lender shall have been fully paid, at which time this Assignment shall terminate.

The failure of the Lender to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Lender of its right of exercise thereafter or prejudice Lender's rights hereunder.

This Assignment of Rents is executed by Mortgagor, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in the Note secured hereby shall be construed as creating any liability on the said Mortgagor, 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 expressed or implied herein contained, all such liability, if any, being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as Mortgagor, or its successors, personally are concerned, the legal holder or holders of this Assignment, the Mortgage and said Note 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 Mortgage or Note provided or by action to enforce the personal liability of any guarantor, or co-maker thereon.

IN WITNESS WHEREOF, the Mortgagor, not personally, but as Trustee aforesaid, has caused this Assignment of Rents to be signed by its Officers, and its corporate seal to be hereunder affixed and attested this 4th day of February, 1997.

Attest: *Donna J. Krolowski*  
Assistant Trust Officer

Heritage Trust Company a/t/a/d/s dated 04/21/95 a/k/a  
Trust 95-5547

By: *Linda Lee Tutty*  
Lend Trust Officer

97060973

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS

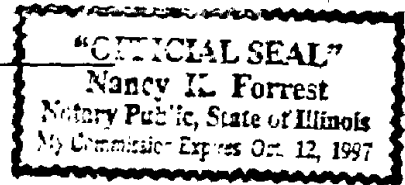
)  
)SS.  
)

COUNTY OF COOK

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that Donna J. Wroblewski  
Assistant Trust Officer and John Lee Lutz Trust Officer, are personally known to me  
to be an Officers of HERITAGE TRUST COMPANY, an Illinois 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 on behalf of said Corporation AS  
TRUSTEE, 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 AS TRUSTEE, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 4th day of February, 1997.

Nancy IL Forrest  
NOTARY PUBLIC



UNOFFICIAL COPY

Property of Cook County Clerk's Office