

# UNOFFICIAL COPY

21

KNOW ALL MEN BY THESE PRESENTS, that whereas, CITIZENS BANK-ILLINOIS N.A.

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 January 3, 1997  
and known as trust number 970106, in order to secure  
an indebtedness of ONE HUNDRED SIXTY THOUSAND AND NO/100 Dollars  
(\$ 160,000.00) Executed a mortgage of even date herewith, mortgaging to

DAMEN FEDERAL BANK FOR SAVINGS

the following described real estate:

Lots 19 and 20 \* In Block 1 in the Subdivision of Block 19 in Canal Trustee's  
Subdivision of the East half of Section 31, Township 39 North, Range 14,  
East of the Third Principal Meridian, in Cook County, Illinois.

PIN 17-31-227-037A 1756 West 35th Street, Chicago, IL. 60609

and, whereas, DAMEN FEDERAL BANK FOR SAVINGS is the holder of  
said mortgage and the note secured thereby: \* and the west 3 inches of the south

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said  
transaction, the undersigned, CITIZENS BANK-ILLINOIS N.A.

hereby assign, transfer, and set 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 CITIZENS BANK-ILLINOIS N.A.  
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 CITIZENS BANK-ILLINOIS N.A. 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

CITIZENS BANK-ILLINOIS N.A.

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

CITIZENS BANK-ILLINOIS N.A.

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, CITIZENS BANK-ILLINOIS N.A.

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

its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 25th day of

JANUARY, A. D. 1997.

CITIZENS BANK-ILLINOIS N.A.

As Trustee as aforesaid and not personally

ATTEST Mark D. Wheeler  
ASST Secretary Mark D. Wheeler

By Carol Ann Weber  
Carol Ann Weber Trust Officer

2350  
2020

97260163

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Assignment of Rents

Box \_\_\_\_\_

CITIZENS BANK-ILLINOIS N.A.

AS TRUSTEE UNDER TRUST AGREEMENT

DATED JANUARY 3, 1997 AND KNOWN

AS TRUST NO. 970106

TO

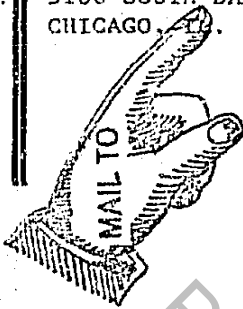
DAMEN FEDERAL BANK FOR SAVINGS

Loan No. DR 10299-7

MAIL TO:

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

O. N. Press, Chicago



ATTORNEY'S NATIONAL TITLE NETWORK  
THREE FIRST NATIONAL PLAZA  
SUITE 1600  
CHICAGO, IL 60602

5100 S. Damen Ave., Chicago, IL 60609-5696

DAMEN FEDERAL BANK FOR SAVINGS

ROCIO DEL VALLE

This document prepared by:

DEPT-01 RECORDING \$23.50  
TRAN 2570 04/15/97 15:08:00  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$20.00

My Commission Expires 9/1/00  
LINDA M. TONETTI  
OFFICIAL SEAL  
GIVEN under my hand and Notarial Seal, this 23rd day of January, A. D. 1997

Notary Public  
*Linda M. Tonetti*

I, Linda M. Tonetti, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Carol Ann Weber, Trust Officer, Secretary of CITIZENS BANK-ILLINOIS N.A. and Mark D. Wheeler, Asst. 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 Trust Officer, Secretary, and Asst. 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 Asst. Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as his 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

STATE OF ILLINOIS  
COUNTY OF COOK  
} SS.

CG1092745