LOAN NO. \_11-507370-5

1998-08-21 15:37:30 Cerk Court, Roser (2018)

EThis instrument was prepared by:

Susan M. Arquilla

Central Federal Savings and Loan

is Association of Chicago

1601 W. Belmont Ave.

Chicago, IL 60657

### Assignment of Rents

FOR CORPORATE TRUSTEE

CHICAGO TITES AND I	CHAD LEON LONG CONTINUE			
a corporation organized and	existing under the laws of the	Stat	E OF ILLINOIS	·····
not personally but as Trusto	ee under the provisions of a Deed	or Deeds in trust duly r	ecorded and delive	ered to the undersigned in
pursuance of a Trust Agreen	nent dated July 15, 1998	, and known as T	Trust Number	****1106139****
in order to secure an indebter	dness of			
****Two Hundred Seven	TEEN THOUSAND SIX HUNDRED AND	> No/100****	DOLLARS (\$	***217,600.00**** ),
executed a mortgage of even	date herewith, mortgaging to:			
CEN	itral federal savings a	AD LOAN ASSOCIATI	ION OF CHICAC	GO
the following described real of	estate:	0,		
LOT 155 IN JOHN P. ALTOELD	's subdivision of Lots 1 to 4 in 1	BLOCK 7 AND THE NORTH	1/2 OF BLOCK 6 IN	THE SUBDIVISION OF THAT
PART LYING NORTHEASTERLY	OF THE CENTER LINE OF LINCOLN	AVENUE OF THE NORTH W	est 1/4 of section	n 29, township 40 north,
RANGE 14, EAST OF THE THIRD	) Principal Meridian, in cook co	UN'TY, ILLINGIS.		
COMMONLY KNOWN AS: 1351	W. BELMONT AVE., CHICAGO, II	. 60657	9	
P/R/E/I# 14-29-102-011-0000			46	40F4)
and, whereas, said Mortgage	e is the holder of said mortgage an	d the note secured thereb	iy:	C <sub>a</sub>

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 succe so is 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,

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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 incomment) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any hability 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 hability, 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 egril 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 guaranter, if any.

STATE OF: ILLINOIS ) SS.  COUNTY OF: COOK ) SS.  COUNTY OF: COOK   DO HEREBY CERTIFY THAT   CAPOLYN PAMPENELLA   personally known to me to be the   Head of the state aforest    President of ******CHICAGO TITLE AND LAND TRUST COMPANY*****   personally known to me to be the   Head of the state aforest    Secretary of said corporation, and   TERZEDA WEBCLITE   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 foregoinstrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, purson to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act deed of said corporation, for the uses and purposes therein set forth.	be signed by it.	1 HSSF		2/TH	day of _	JULY	Iffixed and attested by its, A.D., 19 <u>98</u>
STATE OF: ILLINOIS  SS.  COUNTY OF: COOK  I. GWENDOLYN L. BENSON  The undersigned, a Notary Public in and for said County, in the State aforce a corporation, and TEARDALAND TRUST COMPANY****  a corporation, and TEARDALAND TRUST COMPANY****  a corporation, and PERRENGINE A personally known to me to be the ASST Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the force instrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivere said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, purs to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act deed of said corporation, for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Scal, this 215th day of July A.D., 19 Magnay Public				0	****Cilicago Tit	LE AND LAND TRU	JST COMPANY****
STATE OF:ILLINOIS	ATTEST:		( , /)				
STATE OF:   ILLINOIS   SS.  COUNTY OF: COOK   SS.  COUNTY OF: COOK   SS.  I. GWENDOLYN L. BENSON   The undersigned, a Notary Public in and for said County, in the State aforest president of *******CHICAGO TITLE AND LAND TRUST COMPANY******  a corporation, and TERREDA WESCLITE   Personally known to me to be the SS+  Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foreginstrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, purson to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act deed of said corporation, for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Seal, this   21 S+  GWENDOLYN L. BENSON   AUGUST Public   Suppose the public   Suppose the public   Suppose the suppose the public   Suppose the p	- Leu	lu lu	/ her		ву:	role of	Propriete
COUNTY OF: COOK  I, GWENDOL YN L. BENSON  The undersigned, a Notary Public in and for said County, in the State aforest president of ******CHICAGO TITLE AND LAND TRUST COMPANY*****  a corporation, and ******CHICAGO TITLE AND LAND TRUST COMPANY*****  Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foreginstrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, purson to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act deed of said corporation, for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Seal, this **215+**  "OFFICIAL SEAL"  "OFFICIAL SEAL"  Notary Public			ASSI. Secret	ary	0	H-s	st. Vic C President
I, GWENDOLYN L. BENSON  The undersigned, a Notary Public in and for said County, in the State aforest the undersigned of the undersigned, a Notary Public in and for said County, in the State aforest the undersigned of the undersigned, a Notary Public in and for said County, in the State aforest the undersigned of the undersigned, a Notary Public in and for said County, in the State aforest the undersigned of the undersigned, a Notary Public in and for said County, in the State aforest the undersigned of the same personally known to me to be the undersigned of u	STATE OF: _	ILLINOIS	)		ittached exonera	tion rider is incorp	orated herein.
DO HEREBY CERTIFY THAT  CAPOLYN PAMPENELLA  President of ******CHICAGO TITLE AND LAND TRUST COMPANY*****  a corporation, and ******CHICAGO TITLE AND LAND TRUST COMPANY*****  a corporation, and ******CHICAGO TITLE AND LAND TRUST COMPANY*****  Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foreginstrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, purson to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act deed of said corporation, for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Seal, this **215+** day of **July**, A.D., 19**  "OFFICIAL SEAL"  GWENDOLYN L. BENSON	COUNTY OF:	COOK	) SS. )			0,5	Ç.
President of *****CHICAGO TITLE AND LAND TRUST COMPANY***  a corporation, and	I, GWEN	DOLYN L. BE	NSON	he undersigned,	a Notary Public in a	and for said Coun	ty, in the State aforesaid,
a corporation, and	DO HEREBY	CERTIFY THAT	CAROLYN PAWE	COMPANY****	personally kno	wn to me to be th	c Asst. Vice
Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoinstrument, appeared before me this day in person and severally acknowledged that as such Officers, they signed and delivered said instrument as such Officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, purson to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act deed of said corporation, for the uses and purposes therein set forth.  GIVEN under my hand and Notarial Seal, this	a corporation,	and TE	REBA WESCLITE	COMPANT	personally known t	o me to be the	Asst
"OFFICIAL SEAL"  GWENDOLYN L. BENSON  Word Public  Notary Public	Secretary of sa instrument, app said instrument to authority, gi	id corporation, a peared before me t as such Officers wen by the Board	nd personally known this day in person and of said corporation are of Directors of said co.	to me to be the i severally acknowled caused the cor reporation as their rein set forth.	same persons who owledged that as su- porate scal of said	se names are sub ch Officers, they corporation to be	scribed to the foregoing signed and delivered the affixed thereto, pursuant
GWENDOLYN L. BENSON	GIVEN under	my hand and Not	arial Scal, this	21st	day of	July	, A.D., 19 <u>98</u> .
• My Commission Expires 5/22/02 2 of 2		GWENI Notary	DOLYN L. BENSON Public, State of Illinois	•	Inerdol	Notary P	eddy —

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#### EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything 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 or with the intention 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 CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

M.M. York

BYY D. N. South port

Chicago, all house

Exculpatory Clause

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