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ASSIGNMENT OF RENTS 1999-09-08 10:04:20 Cook County Recorder 25.00



Above Space For Recorder's Use Only

undersigned, AMERICAN NATIONAL BANK MEN BY **THESE** PRESENTS: the Know That AND TRUST COMPANY OF CHICAGO, a under and existing and by virtue of duly. organized association national banking UNITED STATES OF AMERICA , not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated MARCH 9, 1999 and known as Trust in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do as sell, assign, transfer and set over unto

FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND

a corporation organized and existing under the laws of the State of Illinois, (hereinafter referred to as the Association) all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

LEGAL CONTAINED IN EXHIBIT "A" ATTACHED HERETO AND PAPE A PART HEREOF:

PERMANENT INDEX NO.: 14-29-100-016-0000

ADDRESS OF PROPERTY: 3101-09 N. Lincoln Avenue, Chicago, 17, 60657

It being the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Association, whether the said leases or agreerants 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.

The undersigned, does hereby irrevocably appoint the Association its agent for the management of said property, and does 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 the undersigned might do, hereby ratifying and confirming anything and everything that the Association may do.

It being understood and agreed that the 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 Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that the Association may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay, out of that portion of the Trust Estate specifically described above, rent for the premises occupied by it or the beneficiaries of said Trust Estate at the rate of \$ MARKET RATE per month, and a failure on its part promptly to 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,

Loan No. 24-506975-2

and shall continue in full force and effect until all of the indebtedness or hability of the undersigned to the Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.

THIS ASSIGNMENT OF RENTS is executed by the undersigned, 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 it is expressly understood and agreed that nothing herein shall be construed as creating any liability of the undersigned personally to pay rent 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 said Assignee and by every person now or hereafter claiming any right hereunder, and that so far as the Assignee and its successors and the undersigned personally are concerned, the legal holder or holders of this Assignment of Rents or owners of any indebtedness accruing or secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the Assignment of Rents hereby created in the manner herein provided, or by action to enforce the personal liability of the guarantors, if any, of such indebtedness.

In Witne	SS WHEREOF, the	undersigned,	not personally but	as Trustee as	aforesaid, has	caused these pre	esents to be
signed by its	~ <u></u>	President,	and its corporate	seal to be h	nereunto affixe	ed and attested	to by its
	Secretary, this	17th	day of AUGUST		_ A.D., 19 99	•	
	700		AMERICAN I	NATIONAL B	ANK AND TRI	UST COMPANY	OF
	C/X		CHICAGO,		As Trustee as a	foresaid and not	t personally
	9	-	Ву:	(AX	ant.	ANITA M. LUTK	ijë.
		$O_{\mathcal{K}}$	Бу		MAZUS.	ASST. V.P.	President
				Attestation no Bank and Tru	t required by Am st Company of C	encan Nationar hicago Bylaws	_
			ATTEST:_				Secretary
STATE OF IL	LINOIS)		0/				_ Secretary
orate or <u>Re</u>) SS.		τ_{\wedge}				
COUNTY OFC	XXXX)		C				
I, <u>The Und</u>	<u>ERSIGNED</u> , a Notary F ANITA M. LUTKUS			the State afore	said, DO HER	EBY CERTIFY _{1e} AMERICAN	THAT NATIONAL
DANY AND INDITOT	COMPANY OF CHI	A001. 1.1		Presi	ident of th	le AMERICAN	MATIONAL
	mpany, who are perso		and	ma parcons wh	oca namac ara	cubecribed to th	e foregoing
instrument as such	ANITA M. LUTKUS		esident, and			ary, respectively	
	— ASST.V.P. n person and acknow					• • • •	
voluntary act	and as	the f	ree and	voluntary	act of	said	Company,
AMERICAN NATIO	MAL BANK AND TH	RUST COMPA	NY OF CHICAG	o, as Truste	e as aiorescid,	for the uses ar	nd purposes
therein set forth; and	the saidANI	TA M. LUTKUS T V P	Secretary then	and there ack	nowledged the	. <u>he,</u> as custo	odian of the
	l Company, did affix t	he corporate					
act and as the free an	d voluntary act of said	l Company, a	s Trustee as afores			therein set forth.	,
				AUG 2		7 1000	
GIVEN und	der my hand and Nota	rial Seal/Ma	FFICIAL SE	AL	A	D.,/19 99	-'
		4 0	YNTHIA K. HARE	als Rim	Hia .	Lars	
			Y PUBLIC STATE OF nmission Expires 11.		Notary	y Public	
matte		VV	THIS SOUTH EXAMINED TO	VV VV			
This instrument prep	ared by: JANET C	HOCHREK			OOR	51074	
FIRST SAVINGS A	ND LOAN ASSOCIA		OUTH HOLLAND		330		
475 East 162nd Street	et, South Holland, IL 6	50473					

Form "AOF4TRUS.DOC"

BOX 67

UNOFFICIAL COPY

EXHIBIT "A"

LOTS 28 AND 29 IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 1 TO 4, THE NORTH 1/2 OF BLOCK 6 AND ALL OF BLOCK 7 LYING NORTHEASTERLY OF CENTER LINE OF LINCOLN AVENUE IN SUBDIVISION BY EXECUTORS OF W. E. JONES IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 14-29-100-016-0000

Aroperty of Cook County Clerk's Office ADDRESS OF PROPERTY: 3101-09 N. Lincoln Avenue, Chicago, IL 60657

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