1999-03-30

15:11:03

Cook County Recorder

25.50



ASSIGNMENT RENTS

Above Space For Recorder's Use Only

Know THESE PRESENTS: undersigned, FIRSTAR BANK ILLINOIS, That the

a corporation duly organized and existing under and by virtue of the laws of the STATE OF ILLINOIS 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 4, 1399 and known as Trust Number 7230 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, does 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 Minois, (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 MASS A PART HEREOF:

16-19-330-022-0000, 16-19-330-023-0000 PERMANENT INDEX NOS.: ADDRESS OF PROPERTY: 6850 W. Cermak Road, Berwyn, IL 60402

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 agreements 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 stad premises that 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. 27-176470-3

and shall continue in full force and effect until all of the indebtedness or nability 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.

signed by its A§							nese presents to be attested to by its
Land Trust	Office & THE	11th	day of	MARCH	A.D., 1		mested to by its
	S. Orbital	ry; uns	uay oi		TAR BANK ILL		
	e	15 Ox	Ву	- Zi	As Truste As Stought		and not personally President
STATE OF	ILLINOIS)	AT	TEST: Land	Iryst Office	re Claser	**************************************
COUNTY OF	COOK) SS.)	(0,			
	<u>NDERSIGNED</u> , a N M. Stout	otary Public in a		unty, in the Sta sst. Vice	ate aforesaid, DO I President of	QTD4	RTIFY THAT STAR BANK
ILLINOIS		and Ar			rust Officer		*Secretary of said
Company, who are Asst. Vice		n to me to be the sident, and	same persons and Trust	whose names	are subscribed to t	he foregoing i	nstrument as such
person and acknown free and voluntar	wledged that they	signed, sealed a	nd delivered t	he said instrun	nent as their wn f	ree and volunt	ary act and as the , as Trustee as
aforesaid, for the	uses and purpo	ses therein set	forth; and th	ne saidLand	Trust Office:	~\%\%\%\%	
acknowledged that							
instrument as <u>h</u> the uses and purpo	er own free and	d voluntary act a					
GIVEN 1	ander my hand and	d Notarial Seal, t	his <u>12</u> th		arch	A.D., 19 <u>99</u>)
			8		yous (),	otary Public	₩
	4 Retu	r170	9	- /	OF	TICIAL SRAL	7
This instrument pro FIRST SAVINGS 475 East 162nd Str	AND LOAN ASS	OCIATION OF		LAND	Notary Pul	s L. Hampton blic, State of Illinoi on Expires 10-15-20	102
773 Dasi 102110 30	ice, sount nottan	u, 1L 004/3				······································	BOX 67

Form "AOF4TRUS.DOC"

EXHIBIT "A"

LOTS 100 AND 101 IN BERWYN GARDENS, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NOS.: 16-19-330-022-0000, 16-19-330-023-0000 ADDRESS OF PROPERTY: 6850 W. Cermak Road, Berwyn, IL 60402

Property of Cook County Clark's Office