

3159

This Assignment of Rents is executed by Suburban Trust and Savings Bank, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Suburban Trust and Savings Bank 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 Assignment contained shall be construed as creating any liability on the said Suburban Trust and Savings Bank personally to perform any covenant either express or implied herein contained, all such liability, if any, expressly waived by said purchasers and by every person now or hereafter claiming any right or security hereunder:

IN WITNESS WHEREOF, Suburban Trust and Savings Bank, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Cashier this 12th day of May A. D. 19 87

SUBURBAN TRUST AND SAVINGS BANK, as Trustee as aforesaid and not personally.

Pursuant to the direction of the Beneficiary of said trust, empowered to direct the trustee.

By Christopher P. Joyce Vice President
By Barry L. Haskins Assistant Cashier

State of Illinois }
County of Cook } SS

I, Rae J. Mathieu a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Christopher P. Joyce Vice President of the Suburban Trust and Savings Bank, and Barry L. Haskins Assistant Cashier of said Company, personally known to me to be the same persons

whose names are subscribed to the foregoing instrument as such Vice President and Assistant Cashier 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 Company, for the uses and purposes therein set forth; and the said Assistant Cashier did also then and there acknowledge that he, as custodian of the corporate seal of said Company, did affix the said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of May A. D. 19 87

Rae J. Mathieu
Notary Public
Commission expires 8-4-88

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UNOFFICIAL COPY

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Loan No. 01-39685-02

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, SUBURBAN TRUST AND SAVINGS BANK TRUST NO. 3159, DATED 05-08-79 of the VILLAGE of DAK PARK, County of COOK, and State of ILLINOIS

In order to secure an indebtedness of ONE HUNDRED SEVENTY THOUSAND AND NO /100 Dollars (\$ 170000.00), executed a mortgage of even date herewith, mortgaging to

CRAIN FEDERAL SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Mortgagee, the following described real estate:
LOT 14 IN VANTAGE POINT, UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 3426 VANTAGE LANE, GLENVIEW, ILLINOIS 60025.
PERMANENT INDEX # 04 21 31A 014 0000 FHO

COMMONLY KNOWN AS: 3426 VANTAGE LANE, GLENVIEW, ILLINOIS 60025

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer and convey over unto said Mortgagee, 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 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 Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the 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 name(s) 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 Mortgagee may do.

It is understood and agreed that the 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 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, 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 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 herein 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 Mortgagee 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 Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this

day of _____ A.D. 19____

____ (SEAL) _____ (SEAL)

____ (SEAL) _____ (SEAL)

STATE OF _____ }
COUNTY OF _____ } ss.

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument

as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____ A.D. 19____

Notary Public

MY COMMISSION EXPIRES _____

71 04 238 DB

INDIVIDUALS

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UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its _____

President and its corporate seal to be hereunto affixed and attested by its _____
Secretary this 12TH day of MAY, A. D., 19 87

SUBURBAN TRUST AND SAVINGS BANK

ATTEST

By _____
Secretary President

STATE OF ILLINOIS } ss.
COUNTY OF _____ }

I, _____, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT _____
President of SUBURBAN TRUST AND SAVINGS BANK

and _____ Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such _____ President, and _____ 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, for the uses and purposes therein set forth;
and the said _____ Secretary then and there acknowledged that _____ as custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 12TH day of MAY, A. D., 19 87

Notary Public

MY COMMISSION EXPIRES _____

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

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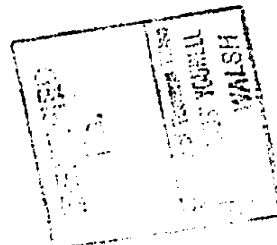
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HARRY (BUS) YOUNG
REGISTRAR OF TITLES

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CHICAGO TITLE CO.
7/01/238

APL
5/29/87
CORP