

UNOFFICIAL COPY

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LOT THIRTEEN (13) IN BLOCK SEVEN (7) IN WESTCOTT'S TURNER PARK SUBDIVISION
BEING THAT PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 40
NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF GRAND
AVENUE (EXCEPT THE WEST 10 CHAINS THEREOF), IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBERS: 15-08-319-058 (PARCEL 1) & 12-26-403-019 (PARCEL 2)
PROPERTY ADDRESSES: 505-511 NORTH WOLF RD., HILLSIDE, ILLINOIS 60162
(PARCEL 1)
8256 W. GRAND AVE., RIVER GROVE, ILLINOIS 60171
(PARCEL 2)

3701931

Property of Cook County Clerk's Office

ASSIGNMENT OF RENTS

[Handwritten initials]

KNOW ALL MEN BY THESE PRESENTS, that whereas, FIRST ILLINOIS BANK OF LAGRANGE a corporation organized and existing under the laws of the STATE of ILLINOIS, 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 FEBRUARY 11, 1988 and known as trust number 8975, in order to secure an indebtedness of ONE HUNDRED THIRTY TWO THOUSAND AND NO/100 Dollars (\$132,000.⁰⁰) Executed a mortgage of even date herewith, mortgaging to BROOKFIELD FEDERAL BANK FOR SAVINGS the following described real estate:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF:

and, whereas, BROOKFIELD FEDERAL BANK FOR SAVINGS 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 FIRST ILLINOIS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1988 AND KNOWN AS TRUST NUMBER 8975

hereby assigns, transfers and sets over unto BROOKFIELD 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 thereon.

This assignment of rents is executed by FIRST ILLINOIS BANK OF LAGRANGE 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 FIRST ILLINOIS BANK OF LAGRANGE 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 FIRST ILLINOIS BANK OF LAGRANGE 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 Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as FIRST ILLINOIS BANK OF LAGRANGE 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 FIRST ILLINOIS BANK OF LAGRANGE 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 SECRETARY, this 13th day of AUGUST, A. D. 1988.

ATTEST [Signature]
SECRETARY

FIRST ILLINOIS BANK OF LAGRANGE
As Trustee as aforesaid and not personally
By [Signature]
TRUST OFFICER

3701931

UNOFFICIAL COPY

Box _____

Assignment of Rents

FIRST ILLINOIS BANK OF LAGRANGE, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 11, 1988 AND KNOWN AS TRUST NUMBER 8975

505-511 NORTH WOLF RD
HILLSIDE, ILLINOIS 60162 &
2256 N. GRAND AVE.,
RIVER GROVE, ILLINOIS 60171

TO

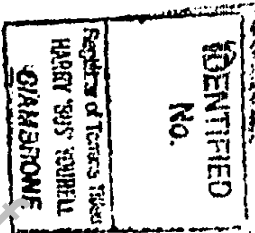
BROOKFIELD FEDERAL BANK FOR SAVINGS
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

Loan No. 51 30

THIS INSTRUMENT WAS PREPARED BY
ROBERT V. HLADIK
9009 OGDEN AVENUE
BROOKFIELD, ILLINOIS 60513

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WIF

3701931



HARAYIGUSI YOUALL
REGISTRAR OF TITLES
1003 APR 20 PM 4:11

Property of Cook County Clerk's Office
ATTORNEYS TITLE
GUARANTY FUND, INC.
29 S. LA SALLE 5TH FLOOR
CHICAGO, IL 60603

OFFICIAL SEAL
CONNIE E. DALTON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES JULY 1, 1991

STATE OF ILLINOIS
COUNTY OF COOK } SS.
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, THAT Ruth Reid, Land Trust Officer, and Trust Officer of FIRST ILLINOIS BANK OF LA GRANGE, and Laureen A. Ruffa, Trust Officer of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer, Trust Officer, and Trust Officer, 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 said Trust Officer, respectively then and there acknowledged that she, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as her 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
GIVEN under my hand and Notarial Seal, this 5th day of April, A D 19 88
Notary Public
Connie E. Dalton