

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that I, CHICAGO TITLE & TRUST CO. not personally but solely as trustee under Trust # 1093498 dated 08/31/89

of the City of CHICAGO, County of COOK, and State of ILLINOIS. In order to secure an indebtedness of Sixteen Thousand Six Hundred Thirty-Seven and 11/100 Dollars is 16,637.11 executed a mortgage of even date herewith, mortgaging to RUBEN HARRIS as Trustee

the following described real estate: LOT 33 IN THE RESUBDIVISION OF LOTS 18 TO 33 BOTH INCLUSIVE IN BLOCK 1 THE SOUTH 1/3RD OF LOT 15 AND LOTS 16 TO 46, BOTH INCLUSIVE, IN BLOCK 2 LOTS 1 TO 48 BOTH INCLUSIVE IN BLOCK 7 AND LOTS 25 TO 48 BOTH INCLUSIVE IN BLOCK 8 IN RICHARDSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36, TOWN 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE IDENTIFIED

Commonly known as : 7949 S. CRANDON , CHICAGO IL 60617 P.I.N. : 20-36-206-016

HARRIS LOAN & MORTGAGE CORP. INTERCONTINENTAL CENTER, MAYWOOD, ILLINOIS 60153

and, whereas, 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, CHICAGO TITLE & TRUST CO. not personally but solely as trustee under Trust # 1093498 dated 08/31/89

hereby assign (s), transfer (s) and let (s) over unto HARRIS LOAN & MORTGAGE CORP.

hereinafter referred to as the CORP. 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 CORP. 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 CORP. and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint said CORP. the agent of the undersigned for the management of said property, and do hereby authorize the CORP. 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 and 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 CORP. may do.

It is understood and agreed that the said CORP. 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 CORP. 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 CORP. 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 CORP. 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 CORP. shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the CORP. to exercise any right which it might exercise hereunder shall not be deemed a waiver by the CORP. of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 1ST DAY OF SEPTEMBER, 1989.

It is expressly understood and agreed by and between the parties hereto, anything herein 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 the Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking 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.

IN WITNESS WHEREOF Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

L.T. # 1093498

By: [Signature] ASSISTANT VICE-PRESIDENT Attest: [Signature] ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS, COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL" Rhonda Tureck Notary Public of Illinois My Commission Expires 3/14/90

Given under my hand and Notary Seal this 1st day of SEP 01 1989 Notary Public

Notarial Seal

UNOFFICIAL COPY

2
215
999227

1923574

1923574

1989 SEP -8 PM 2:20
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

IDENTIFIED
No.
REGISTRAR OF TITLES
CAROL MOSELEY BRAUN
Taxes

Franklin Title Inc.
1114 Canal Street
CHICAGO
8885

Property of Cook County Clerk's Office

UNOFFICIAL COPY

GIVEN under my hand and official seal, this _____ day of _____, A. D. 19____, I have delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, appeared before me this day in person, and acknowledged that _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, _____

the State aforesaid, DO HEREBY CERTIFY THAT

THE UNDERSIGNED

I, _____ a Notary Public in and for said County, in _____ STATE OF ILLINOIS _____ COOK _____ COUNTY OF _____

(SEAL)

(SEAL)

(SEAL)

THIS INSTRUMENT PREPARED BY:
RUBEN HARRIS
INTERCONTINENTAL CENTER
MAYWOOD, ILLINOIS 60153

Property of Cook County

hereinafter referred to as the **CORP.** 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 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 **CORP.** under the power herein granted, it being the intention hereby to establish an absolute lease and assignment of all such leases and agreements and all the

hereby assign (S) transfer (S) and set (S) over unto **HARRIS LOAN & MORTGAGE CORP.**

CHICAGO TITLE & TRUST CO. not personally
but solely as trustee under Trust # 1093498 dated 08/31/89

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said said mortgage and the notes secured thereby:

and, whereas, **INTERCONTINENTAL CENTER, MAYWOOD, ILLINOIS 60153** is the holder of
commonly known as : 7949 S. CRANDON, CHICAGO IL 60617
P. I. N. : 20-36-206-016
HARRIS LOAN & MORTGAGE CORP.

LOT 33 IN THE SUBDIVISION OF LOTS 18 TO 33 BOTH INCLUSIVE IN BLOCK 1
THE SOUTH 1/3RD OF LOT 15 AND LOTS 16 TO 46, BOTH INCLUSIVE, IN BLOCK 2
LOTS 1 TO 48 BOTH INCLUSIVE IN BLOCK 7 AND LOTS 25 TO 48 BOTH INCLUSIVE IN
BLOCK 8 IN RICHARDSON'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST
1/4 OF SECTION 36, TOWN 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

State of _____ City of CHICAGO County of COOK
Hundred Thirty-Seven and 11/100--- Dollars is
executed a mortgage of even date herewith, mortgaging to **RUBEN HARRIS as Trustee**
Sixteen Thousand and Six
16,637.11

KNOW ALL MEN BY THESE PRESENTS, that whereas, dated 08/31/89
CHICAGO TITLE & TRUST CO. not personally
but solely as trustee under Trust # 1093498

3823571

ASSIGNMENT OF RENTS

3823571

38

NOTE IDENTIFIED

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2
999227
C19

3823574

3823574

1999 SEP - 8 PM 2: 20
CAROL MOSELEY GRAUN
REGISTRAR OF TITLES

IDENTIFIED
NO.
SEARCHED INDEXED
SERIALIZED FILED
Cook County Clerk

SEARCHED INDEXED
SERIALIZED FILED
SEP 10 1999
CLERK OF COOK COUNTY
JANIS SHER