

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, DEVON BANK TRUST NO. 5665, DATED 05-09-90 of the CITY of CHICAGO, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of THREE HUNDRED SEVEN THOUSAND FIVE HUNDRED AND NO 7100 Dollars (\$ 307500.00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL BANK FOR SAVINGS

hereinafter referred to as the Mortgagee, the following described real estate:

PARCEL 1: LOT EIGHTEEN (18) IN DEVON ARTESIAN SUBDIVISION IN THE NORTH EAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF THE NORTHEAST QUARTER (1/4) OF SECTION 1, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT FILED IN THE OFFICE OF THE REGISTRAR OF TITLES ON OCTOBER 19, 1922, AS DOCUMENT NUMBER 165841, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 6301 N. ARTESIAN, CHICAGO, ILLINOIS 60659.

PERMANENT INDEX #18-01-207-009-0000

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and, whereas, said Mortgagee is the holder of said mortgage and the same secured... 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 set 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 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 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 _____ } ss. I, the undersigned, a Notary Public in COUNTY OF _____

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

Legal follows Mfg

3891890

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its _____
Tr. Officer ~~XXXXXX~~ and its corporate seal to be hereunto affixed and attested by its Tr. Administrator
~~XXXXXX~~ this 15TH day of MAY, A. D., 19 90

ATTEST

Mary I. Ploptke
Tr. Administrator ~~Secretary~~

DEVON BANK
By Peter A. May
Trust Officer ~~President~~

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, Julie Paavola, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT Peter A. May

Tr. Officer ~~XXXXXX~~ of DEVON BANK
and Mary I. Ploptke, Trust Administrator 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 Tr. Officer ~~XXXXXX~~, and Tr. Adm. ~~XXXXXX~~, 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 Tr. Administrator, ~~XXXXXX~~ then and there acknowledged that she as custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as her 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 15TH day of MAY, A. D., 19 90.

"OFFICIAL SEAL"
Julie Paavola
Notary Public, State of Illinois
My Commission Expires 3/31/91

Julie Paavola
Notary Public.

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

CORPORATIONS AND TRUSTEES

COOK County Clerk's Office

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1317528

3891890

IN DUPLICATE

REGISTRAR OF TITLES
CAROL MOSELEY BRAUN
1550 JUN 26 AM 1990
3891890

IDENTIFIED No.
Registrar of Tortsans Titles
CAROL MOSELEY BRAUN
GURTOWSKI

ATTORNEY'S TITLE
GUARANTY FUND, INC.
29 S. LASALLE 5TH FLOOR
CHICAGO, IL 60603

UNOFFICIAL COPY

STANDARD

MY COMMISSION EXPIRES

Notary Public

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

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

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

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

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

STATE OF _____ COUNTY OF _____ ss. _____

(SEAL) _____ day of _____ A.D. 19____

(SEAL) _____

IN WITNESS WHEREOF, this assignment of rents executed, sealed and delivered to the Mortgagee of its right of exercise hereafter.

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 hereafter.

It is understood and agreed that the Mortgagee will not exercise its right 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

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

It is understood and agreed that the Mortgagee shall have the power to use and apply said avals, issues and profits towards the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that

It is understood and agreed that the Mortgagee shall have the power to use and apply said avals, issues and profits towards the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that

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

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assigns, transfers, and sets over unto said Mortgagee, and/or its successors and assigns, all the rents now due

derivative hereby assigned, transferred, and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due 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 avals hereunder unto the Mortgagee and especially

those certain leases and agreements now existing upon the property hereinabove described.

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 avals, issues and profits towards the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, due or to become due, or that

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Legal Follows in It

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Loan No. 01-49079-05

38918908 9 1 3 9 0

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

DEVON BANK

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

TRUST NO. 5665, DATED 05-09-90

CITY of CHICAGO, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of THREE HUNDRED SEVEN THOUSAND FIVE HUNDRED AND NO /100

Dollars (\$ 307500.00)

), executed a mortgage of even date herewith, mortgaging to

CRAIGIN FEDERAL BANK FOR SAVINGS

hereinafter referred to as the Mortgagee, the following described real estate:

THE NORTH EAST QUARTER

COMMONLY KNOWN AS 6301 N. ARTESIAN, CHICAGO, ILLINOIS 60659

ADDITIONAL SECURITY: 4352 W BELMONT CHICAGO, ILLINOIS 60641

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

UNOFFICIAL COPY

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IN DUPLICATE

1990 JUN 26 AM 11:09
3891890
CAROL MOSELEY BRAUN
REGISTRAR OF DEEDS

IDENTIFIED
No.
Registrar of Torts and Titles
CAROL MOSELEY BRAUN
GURTOWSKI

ATTORNEYS TITLE
GUARANTY FUND, INC.
29 S. LASKIE 5TH FLOOR
CHICAGO, IL 60603

Property of Cook County Clerk

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCIATION
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60637

OFFICIAL SEAL
Julie Paavola
Notary Public, State of Illinois
My Commission Expires 3/31/91
MY COMMISSION EXPIRES

Julie Paavola
Notary Public

GIVEN under my hand and Notarial Seal, this 15TH day of MAY, A. D., 19 90
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth,
and the said Trust Administrator, ~~XXXXXXXX~~ then and there acknowledged that she as custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as her own free
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;
and as such Trust Administrator, and Trust Administrator, ~~XXXXXXXX~~ 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 ~~XXXXXXXX~~ and ~~XXXXXXXX~~ Trust Administrator, Trust Administrator
and ~~XXXXXXXX~~ Trust Administrator, Trust Administrator
Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing Instru-

I, Julie Paavola, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Peter A. May, Officer of DEVON BANK

STATE OF ILLINOIS }
COUNTY OF COOK }
SS

ATTEST
Julie Paavola
Tr. Administrator

DEVON BANK
BY *Peter A. May*
Trust Officer

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its
Tr. Officer ~~XXXXXXXX~~ and its corporate seal to be hereunto affixed and attested by its Tr. Administrator
this 15TH day of MAY, A. D., 19 90

SECRET