

**UNOFFICIAL COPY**

3962091

KNOW ALL MEN BY THESE PRESENTS, that whereas, COMMUNITY SAVINGS BANK

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 APRIL 25, 1991,  
and known as trust number LT-541, in order to secure  
an indebtedness of FORTY-EIGHT THOUSAND AND NO/100 Dollars  
(48,000.00) Executed a mortgage of even date herewith, mortgaging to COMMUNITY SAVINGS BANK

the following described real estate: SEE RIDER ATTACHED HERETO:

Lots One Hundred Twenty-Six (126) and One Hundred Twenty-Seven (127) in H. Roy Berry's  
Devon Harlem Subdivision, being a Subdivision of parts of the South Half (S $\frac{1}{2}$ ) of Section  
Thirty-Six (36), Township Forty-One (41) North, Range Twelve (12), East of the Third Principal  
Meridian, and part of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section  
One (1), Township Forty (40) North, Range Twelve (12), East of the Third Principal Meridian,  
in Cook County Illinois.

Permanent Index Number: 09-36-333-037.

Property commonly known as: 7640 West Devon Avenue - Chicago, Illinois 60631.

3962091

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 thereafter.

This assignment of rents is executed by COMMUNITY SAVINGS BANK  
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 COMMUNITY 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 note contained shall be construed as creating any liability on the said COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK, 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 Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as

COMMUNITY SAVINGS BANK, 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. COMMUNITY SAVINGS BANK

IN WITNESS WHEREOF

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Asst. Vice President, and

its corporate seal to be hereunto affixed and attested by its Asst. Secy Secretary, this 26th day of  
April, A. D. 1991

ATTEST [Signature]  
Asst. Secretary

[Signature] Secretary, this 26th day of  
COMMUNITY SAVINGS BANK  
As Trustee as aforesaid and not personally  
By [Signature]  
Asst. Vice President

Per 272-98-846 F2

UNOFFICIAL COPY

Box 331

Assignment of Rents

COMMUNITY SAVINGS BANK TR# LT-541

7640 West Devon Avenue

Chicago, Illinois 60631

TO

COMMUNITY SAVINGS BANK  
1401 West Belmont Avenue  
Chicago, Illinois 60641

Loan No. 12343-5

O. K. Press, Chicago

CHICAGO TITLE INS. CO.  
1602966  
#9

RECORDED  
INDEXED  
APR 10 1991  
9 10 11 AM '91  
COOK COUNTY CLERK'S OFFICE  
1602966

Property of Cook County Clerk's Office

1602966  
9/19/91  
K

OFFICIAL SEAL  
Maryann C. Boyio  
Notary Public, State of Illinois  
My Commission Expires 6-17-92

STATE OF ILLINOIS  
COUNTY OF Cook } SS.  
I, Maryann C. Boyio, a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, THAT KATHERINE R. SWANSON, Asst. Vice President of  
COMMUNITY SAVINGS BANK  
Barbara Kostelanic, Asst. Secretary of said corporation, who are personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such Asst. Vice President, and Asst.  
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, as Trustee as aforesaid for the uses and purposes therein set forth; and the  
Asst. Secretary 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 29th day of April, 1991.  
Maryann C. Boyio  
Notary Public

ASSIGNMENT OF RENTS

O. K. Press, Chicago  
3962391

and, whereas, COMMUNITY SAVINGS BANK 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, COMMUNITY SAVINGS BANK

hereby assigns, transfers, and sets over unto COMMUNITY SAVINGS BANK

8801 W. Belmont Avenue  
Chicago, Illinois 60614  
Attorney  
CONRAD T. WIGGEL

hereinafter referred to as the Association, and/or its successors and assigns, all the rents now due or which shall

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, being the intention hereby to establish an absolute transfer and assignment

of all such leases and agreements and all the avals 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 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 avals,

issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to,

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

walver by the Association of its right of exercise hereafter.

COMMUNITY SAVINGS BANK

nothing herein or in said note contained shall be construed as creating any liability on the said

COMMUNITY SAVINGS BANK

Trustee aforesaid, personally to pay the said note or any interest thereon, or any indebtedness accruing

hereunder, or to perform any covenant or implied herein contained, all such liability, if any, being expressly

walved by the Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as

COMMUNITY SAVINGS BANK

either individually or as

Trustee aforesaid, or its successors, personally are concerned, the legal holder 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. COMMUNITY SAVINGS BANK

IN WITNESS WHEREOF,

not personally but as Trustee as aforesaid, has caused these presents to be signed by its

Asst. Vice President, and

Secretary, this 26th day of

APRIL 19

COMMUNITY SAVINGS BANK

Trustee and said

COMMUNITY SAVINGS BANK

Trustee aforesaid but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK

UNOFFICIAL COPY

ATTEST  
Asst. Vice President  
Secretary  
COMMUNITY SAVINGS BANK  
A. D. 19  
The corporate seal to be hereunto affixed and attested by its  
Secretary, this 26th day of  
Asst. Vice President, and  
not personally but as Trustee as aforesaid, has caused these presents to be signed by its  
Asst. Vice President, and  
Secretary, this 26th day of

Page 272 98-846 Pa

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF Cook } ss.

I, Maryann C. Bovio, a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, THAT KATHERINE R. SWANSON, Asst. Vice President of COMMUNITY SAVINGS BANK  
Barbara Kostelanick, Asst. Secretary of said corporation, who are personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such Asst. Vice President, and Asst.  
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, as Trustee as aforesaid for the uses and purposes therein set forth; and the  
said Asst. Secretary 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 29th day of April A.D. 1991.



*Maryann C. Bovio*  
Notary Public

My Commission Expires .....

CHICAGO TITLE INS. CO.  
# 22-28-88

3962091-3 RA 2:49  
RECEIVED  
DEEDS  
COOK COUNTY  
MAY 1 1991  
JOSELYN BRAUN  
CLERK

3962091  
1602968  
2/4/91

Box 331

## Assignment of Rents

COMMUNITY SAVINGS BANK TR# LT-541

7640 West Devon Avenue

Chicago, Illinois 60631

TO

COMMUNITY SAVINGS BANK  
4801 West Belmont Avenue  
Chicago, Illinois 60641

Loan No. 12843-5