

ASSIGNMENT OF RENTS

#2572

KNOW ALL MEN BY THESE PRESENTS,
THAT the Assignor, Cosmopolitan
Bank and Trust, not personally
but as Trustee under Trust,
Agreement dated May 16, 1996
and known as Trust No. 30451



of the City of Chicago
County of Cook

and State of Illinois,
in consideration of One Dollar
(\$1) and other valuable
consideration in hand paid, the
receipt of which is hereby
acknowledged, does hereby sell,
assign, transfer and set over
unto the Assignee, Cal Bank

_____ of the
City of Chicago County of Cook and State of
Illinois

, all the avails, rents, issues and profits now due and
which may hereafter become due under or by virtue of any lease, whether written or
verbal, or any letting of, or any agreement for the use or occupancy of any part of the
premises hereinafter described, which may have been heretofore or may be hereafter made
or agreed to, which may be made or agreed to by the Assignee under the power herein
granted, it being the intention to hereby establish an absolute transfer and assignment
of all such leases and agreements and all the avails thereunder unto the Assignee and
especially those certain leases and agreements now existing as follows, to-wit:

such rent being payable monthly in advance with respect to the premises described as
follows, to-wit:

SUBLOT 3 AND 4 IN SUBDIVISION OF LOTS 17 AND 18 AND THE SOUTH 5 FEET OF LOT 19 IN
BLOCK 6 IN BUSHNELL'S ADDITION TO CHICAGO IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number(s): 17-04-440-021-0000
Address(s) of Premises: 116-118 West Chestnut, Chicago, Illinois 60610

and the Assignor hereby irrevocably appoints the Assignee as his true and lawful
attorney to collect all of said avails, rents, issues and profits arising or accruing

UNOFFICIAL COPY

Notarial Seal

Notary Public

Date December 12, 2002

Given under my hand and Notarial Seal

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 LAND 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 by the free and voluntary act 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.

COUNTY OF COOK

SS.

STATE OF ILLINOIS

Corporate Seal

**For signatures, notary and exculpatory provisions of ASSISTANT VICE PRESIDENT the Trustee see Rider attached hereto which is expressly incorporated herein and made a part hereof.

~~CHICAGO TITLE LAND TRUST COMPANY~~ Assistant Secretary

IN WITNESS WHEREOF: ~~CHICAGO TITLE LAND 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, this day and year first above written.

Dated this 12th day of December, 2002. xxxxxxx

Notwithstanding anything to the contrary appearing in said Assignment of Rents, the interest hereinabove described is assigned and transferred to the Assignee by way of collateral security only and, accordingly, the Assignee by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of the Assignor under said Assignment of Rents, whether provided for by the terms hereof, arising by operation of law or otherwise; the Assignor hereby acknowledging and agreeing that the Assignor is and remains liable hereunder to same extent as though this Assignment had not been made.

at any time hereafter, and all now due or that may hereafter become due under each and every the leases or assignments, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in his discretion may be deemed proper or necessary to enforce the payment or the security of such avals, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avals, issues and profits to the payments of any indebtedness or liability of the Assignor to the Assignee, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on incumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

UNOFFICIAL COPY

This ASSIGNMENT OF RENTS is executed by COSMOPOLITAN BANK AND TRUST 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 COSMOPOLITAN BANK AND TRUST 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 COSMOPOLITAN BANK AND TRUST, 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 COSMOPOLITAN BANK AND TRUST, 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, COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President/Trust Officer and its corporate seal to be hereunto affixed and attested by its Land Trust Administrator, this 12th day of December, 2002

ATTEST:

P.V.

[Signature]
Land Trust Administrator

[Signature]
Vice President/Trust Officer

STATE OF ILLINOIS
SS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Devin L. Fisher, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Land Trust Administrator 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 COSMOPOLITAN BANK AND TRUST for the use and purposes therein set forth, and the said Vice President/Trust Officer then and there acknowledged that the said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, 16th day of December A.D., 2002.

[Signature]
NOTARY PUBLIC

