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KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated August 6, 1985 and known as Trust No. 65165

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, Independence Bank of Chicago

of the City of Chicago County of Cook and State of Illinois, his executors,

administrators and assigns, 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, or 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

Above Space For Recorder's Use Only

2586

DATE OF LEASE LESSEE TERM MONTHLY RENT

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1993 DEC 22 PM 12: 20

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such rent being payable monthly in advance with respect to the premises described as follows, to-wit: LOT 115 (EXCEPT THE SOUTH 31 FEET) AND THE SOUTH 27 FEET OF LOT 116 IN FIRST ADDITION TO BRYN MAWR HIGHLANDS, A SUBDIVISION OF THE NORTH 3/4 OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 500-1/2 FEET THEREOF AND ALSO EXCEPT EAST 67TH STREET AND EAST 68TH STREET, HERETOFORE DEDICATED), IN COOK COUNTY, ILLINOIS.

Also the parcel described on the Additional Parcel Legal Description.

Permanent Real Estate Index Number(s): 20-24-401-016-0000

Address(es) of premises: 6728 South Clyde and 6733 South Clyde, Chicago, Illinois 60649

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 at any time hereafter, and all now due or that may hereafter become due under each and every the leases or agreements, 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 avails, 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 portion of said premises to any party or parties at his discretion, hereby granting 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 avails, issues and profits to the payment 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. Exculpation Execution Clause and Acknowledgement executed by Assignor attached hereto is made a part hereof by this reference thereto.

GIVEN under hand and seal this _____ day of _____, 19____

(SEAL)

(SEAL)

STATE OF _____

ss.

County of _____

I _____ a notary public in 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 he _____ signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

DUPLICATE

_____ hand and official seal this _____ day of _____, 19____

Notary Public

This instrument was prepared by Herbert H. Fisher, 205 West Wacker Drive, #1000, Chicago, IL 60606

(NAME AND ADDRESS)

Mail to: /

UNOFFICIAL COPY

The South 45.5 feet of Lot 66 and the North 10.5 feet of Lot 67 in First Addition to Bryn Mawr Highlands, being a subdivision of the North 3/4 of the West 1/2 of the Southeast 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, excepting the West 500.5 feet thereof and excepting East 67th Street and East 68th Street heretofore dedicated, in Cook County, Illinois

PIN: 20-24-402-005-0000

Property of Cook County Clerk's Office

ADDITIONAL PARCEL LEGAL DESCRIPTION

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UNOFFICIAL COPY

EXCULPATION EXECUTION CLAUSE AND ACKNOWLEDGEMENT
TO ASSIGNMENT OF RENTS TO INDEPENDENCE BANK OF CHICAGO
Dated November ____, 1993

THIS ASSIGNMENT OF RENTS is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated August 6, 1985 and known as Trust Number 65165, in the exercise of the power and authority conferred upon and vested in it as such Trustee 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 Borrower or on said American National Bank and Trust Company of Chicago, 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 Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Borrower and its successors and said American National Bank and Trust Company of Chicago 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 guarantors, if any.

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

American National Bank and Trust Company of Chicago as Trustee as aforesaid, and not personally.

By: _____

VICE PRESIDENT

Attest: _____

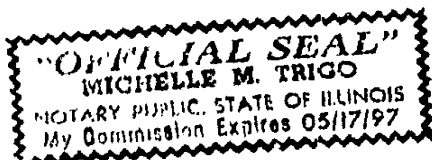
ASSISTANT SECRETARY

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 Vice President and Assistant Secretary of the American National Bank and Trust Company of Chicago, corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and that said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of the corporation, caused the corporate seal of said corporation 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 corporation for the uses and purposes therein set forth.

DEC 03 1993

Given under my hand and Notarial Seal this _____ day of November, 1993.



Michelle M. Trigo
Notary Public

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