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Exnow All Men By These Presents, That the undersigned Chicago Title and Trust Company, as Trustee under Trust Agreement dated January 30, 1980 and known as Trust No. 1076902

of the

Chicago of

, County of Cook

, the present record owner(s) of the real estate hereinafter and Sute of described. a consideration of the sum of One Dollar (\$1.00) in hand paid and of other good and valuable considhereby assign, transfer and set over unto erations, there eipt whereof is hereby acknowledged, do

THE FIRST NATIONAL BANK OF CHICAGO, a National Banking Association, as Trustee , made by Chicago Title and named in that cer wir Trust Deed dated

Trust Convany, as Trustee under Trust Agreement dated January 30, 1980 and known as Trust No. 1076902 conveying the real estate conveying the real estate

hereinafter described as security for the payment of a certain Note of even date therewith for the sum of Two Hundred Seventy Five Thousand and no/xx-----Dollars (\$275,000.00 ), payable as therein specified; and signed by Robert H. Jacobs and Annette L. Jacobs

as collateral and additional security fo the 1 ayment of the indebtedness and for the performance of the terms, covenants and conditions contained in mid Trust Deed, all of the rents, issues and profits now due or which may hereafter become due under or by vir ue f any lease, or any renewals thereof, whether written or verbal, or any letting of or any agreement for the use and compancy of any of the premises hereinafter described which may have been heretofore or may be hereafte. If he or agreed to, or which may be made or agreed to by the Grantee herein under the power or powers herein granted, with special reference to now existing on the said premises, described as follows

> Lease dated July 1, 1981 and ering June 30, 1991 naming Jakes Market Place Inc. as Lessee and Robert Jacobs as Lessor and providing for \$5,000 per month rental

\*and Robert H. Jacobs and Annette L. Jacobs

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Said property being known by legal description as follows:-

£ 524 328 Lots 20 and 21 in Block in Kendall's Belmont 56th Avenue a Subdivision of the West half of the North West quarter of Section 28 Township 40 North, Range 13 (except the South 30 acres) East of the Third Principal Meridian, in Cook County, Illinois.

## **UNOFFICIAL COPY**

CHIC GO TITLE AND TRUST COMPANY AS TRUSTEE HEREBY AUTHORIZES THE FIRST NATIONAL BANK OF CHIC  $\star$  AS TRUSTEE AND ROBERT H. JACOBS & ANNETTE L. JACOBS DOES HEREBY APPOINT IRREVOCABLE THE ABOVE MENTIONED FIRST NATIONAL BANK OF CHICAGO AS TRUSTEE TRUE AND LAWFULL AT 10F EY IN NAME AND STEAD TO TAKE POSSESSION OF SAID PREMISES AND

The undersigned do. hereby appears are 1985ably the above mentioned. The First National Bonk of the First National Bonk of the possession of each

all now due or that may hereaft  $\pi$  be one due under each and every of the leases and agreements, or any renewals thereof, written or verbal, existing or which may hereafter exist for and in connection with said premises, and to use such measures, letal or equitable, as in the Grantee's discretion may be deemed proper or necessary to enforce the payment or security of raid avails, rents, issues and profits, or to secure and maintain possession of said premises, or any portion thereof to any party or parties at the Grantee's discretion, hereby granting full power and authority to use, operate and manage the property if desired by suc. Grantee, or such of its agents, servants and attorneys as the Grantee may select from time to time at the expense of the premises herein involved; and to preserve, manage and maintain said premises, or any part thereof and to pay and discharge therefrom any and all necessary lies or other building and personal property cos's, any and all taxes and assessments, due or to become due, insurance premiums and costs of repair that or you encessary to prevent waste or diminution of the security under said Trust Deed and likewise to make any or all necessary rebuildings or renewals upon or in connection with the tenements, buildings and personal property that may seem to said Grantee to be judicious, and likewise to pay its proper charges and expenses of so that any seem to said Grantee to be judicious, and likewise to pay its proper charges and expenses of so that any seem to said Grantee to be judicious, and likewise to pay its proper charges and expenses of so that any seem to said Grantee to be judicious, and likewise to pay its proper charges and expenses of so that any seem to said Grantee to be judicious, and likewise to pay its proper charges and expenses of so that any seem to said Grantee to be judicious, and likewise to pay its proper charges and expenses of so that any seem to said Grantee to be judicious, and likewise to pay its proper charges and expenses of so that any or th

The Grantee does not, by accepting this Assignment, assume any of the Unitations or accounts payable of the Granter or any other persons, nor shall the taking possession of said Real F cate impose any liability on Grantee for any obligations or accounts payable of Granter, or any other person or persons.

Grantee shall have the right after taking possession, although it shall not be required to do so, to remain in possession of the premises hereinabove described, and to collect the said rents, issues and profits therefrom, and to manage said premises as hereinabove set forth, notwithstanding the institution of proceedings to foreclose the Trust Deed hereinabove identified, the entry of any decree of foreclosure in any such proceedings, and notwithstanding any sale of the mortgaged premises had pursuant to any such decree unless the amount paid at such sale shall be sufficient to pay the full amount due under the terms of such face e; and Grantee shall have full power and authority to remain in possession of the premises hereinabove described although it shall not be required to do so, until the expiration of the period of redemption from any such and The net rents, issues and profits accruing under the sale of the mortgaged premises pursuant to such decree remaining after the payment of all charges and expenses incurred by the Trustee under said Trust Deed or by any other party in accordance with the terms and provisions of said Trust Deed, shall be applied from time to time in partial satisfaction of any deficiency reported to the Court after such sale.

The above provisions shall, and are intended to survive any decree of foreclosure in any foreclosure proceedings to foreclose the lien of the Trust Deed above mentioned.

Anything herein contained to the contrary notwithstanding, no liability of any sort whatsoever is incurred or assumed under and by virtue of this Assignment for any error of judgment or for any act done or omitted to be done by The First National Bank of Chicago, as Trustee, in good faith, or for any mistakes of fact or law or anything which it may do or refrain from doing hereunder, except for its own wilful default, it being understood and agreed that in taking possession and operating and managing the above described property, the Grantee does so without incurring any liability for any matters or things except as hereinabove provided.

Until default shall be made in the payment of the indebtedness or in the performance or observance of some covenant, condition, obligation or requirement imposed upon the maker of the Note evidencing said indebtedness, or by said Trust Deed, the Grantor shall be permitted to possess, manage, operate and enjoy all the property, rights and privileges in said Trust Deed mortgaged, and to collect the income, revenue, rents, issues and profits thereof.

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Upon the service of notice on tenants or occupants by Grantee herein that default has been made under the terms of the Trust Deed above identified (which notice need not specify the nature of defaults), and demand of nature of rests to Grantee the tenants or occupants shall be obligated to account the tenants or occupants shall be obligated to account the tenants or occupants shall be obligated to account the tenants or occupants of the tenants or occupants shall be obligated to account the tenants or occupants of the tenants of the tenants or occupants of the tenants of the tenants of the tenants or occupants of the tenants of the of payme it of rents to Grantee, the tenants or occupants shall be obligated to account and pay to Grantee from and after the date of service of said notice of demand, all avails, rents, issues and profits due or accruing under their aspective leases or occupancy, without any duty or obligation on the part of said tenants or occulea.
t defa.

ane pants to ascertai , that default in fact does exist.

IN WITNESS WHEREOF, Robert H. Jacobs and Arnette L. Jacobs, and Chicago Title and Trust Company, as Trustee under Trust Agreement dated January 30, 1980 and known as Trust No. 1076902 have executed and delivered this Assignment of Rents this 14th day of February, 1983.

> (Seal) Annette Jacob Chicago Title and Trust Company, as irustee . 1076902 u/a/d 1/30/80 and known as Trust No

STATE OF ILLINOIS COUNTY OF COOK

By:
, a Notary Public, in and for said County in the State aforesaid,

S HELF DO FERENY CERTIFY that Robert Jacobs and Annette Jacobs who are personally TO HEREBY CERTIFY that Robert Jacobs and Annette Jacobs who are personally Carachaman to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this was day in person and acknowledged that they signed, and delivered the said instrument as their free and voluntary for the uses and purposes therein set forth. and delivered the said instrument, for the uses and purposes therein set, forth, Given under my hand and Notarial Seal.

My Commission Expires June 6, 1986

Notary Public

## UNOFFICIAL COPY

Robert Jacobs (Seal)  Annette Jacobs (Seal)
STATE OF ILLINOIS SS. COUNTY OF COOK SS. COUNTY OF COUNTY OF COOK SS. COUNTY OF COOK SS. COUNTY OF COOK SS.
By: , a Notary unlic, in and for said County in the State aforesaid,
DO TREERY CERTIFY that Robert Jacobs and Annette Jacobs who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this 1/10 day of Julius 1983 in person and acknowledged that they signed, and delivered the said instrument as their free and voluntary act, for the uses and purposes there is set, forth. Given under my hand and Notarial Seal.
My Commission Expires June 6, 1986  Notary Public
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 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 varranties, 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 sold in hy exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under aid Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, under taking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, reing expressly waived and released.
IN WITNESS WHEREOF, said CHICAGO TITLE AND TRUST COMPANY as Trustee as aforesaid and not personally has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary the day and year first above wirtten.  CHICAGO TITLE AND TRUST COMPANY As Trustee as aforesaid; and not personally  By  Assistant Vice breadent  Assistant Vice breadent
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 Sceretary 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 their eacknowledged 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.  Given under my hand and Notarial Seal FEB 2  Date  Notary Public
END OF RECORDED DOCUMENT