

UNOFFICIAL COPY

ASSIGNMENT OF REITS

-85-294335

Chicago, Illinois

September 9,

1985

Know all Men by these Presents, that LaSalle National Bank

an association

organized under the laws of the United States of America, a not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 5, 1979 and known as its trust

number 101370 hereinafter called Assignment, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and

valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Albany Bank and Trust Company N.A.

(hereinafter called the Assignee),

all the rents, earnings, income, issues and profits of any kind and from the real estate and premises hereinafter described, which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of possession or any agreement, from the time to time to time of any part of the real estate and premises hereinafter described, which said Assignor may have hereinafter made or hereafter may make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rent, earnings and income arising out of any agreement for the use or occupancy of the following described real estate and premises, to which the beneficiaries of Assignment and trust may be entitled, it being the intention hereof to make and establish hereby an absolute and permanent assignment of all such rents, earnings and agreements and all the rents, earnings, issues, income and profits hereunder unto the Assignee, to be received by the Assignee at the real estate and premises situated in the County of Cook, and described as follows:

- Lot Nineteen (except the East Eight (8) foot thereof)---(19)
- All of Lot Twenty---(20)
- All of Lot Twenty one---(21)
- All of Lot Twenty two---(22)

In Block Four (4) in Oliver Klinger & Co's "L" Terminal Subdivision being a Subdivision of the East Quarter (1/4) of the West Half (1/2) of the Northeast Quarter (1/4) of Section 16, Township 41 North, Range 13, East of the Third Principal Meridian, (excepting from said East Quarter all that part thereof lying West of the East 20 acres of the West half (1/2) of the Northeast Quarter (1/4) of Section 16).

Three (3) Acres, more or less, West of the East 20 Acres, Skokie, Illinois.
Terminal Block Number

in full payment of the sum of Ten Dollars (\$10.00) and 00/100

Albany Bank and Trust Company N.A.

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Property of Cook County Clerk's Office

Interest on the principal and unpaid interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided, or interest accrued and unpaid on the said note or notes, with the principal of said note or notes from time to time remaining outstanding and unpaid, (4) any and all other charges, claims or costs created under the said Trust Deed or Mortgage above referred to, and (5) the balance, if any, to the Assignor.

Bar No.

Assignment of Rents

ALBANY BANK AND TRUST
COMPANY N.A., IN CHICAGO

as Trustee

TO

Box 35

UNOFFICIAL COPY

11.00

ALBANY BANK AND TRUST
COMPANY N.A.
3400 WEST LAWRENCE AVENUE
CHICAGO 60635
312/267-7300

16-29

My Commission Expires on

Notary Public

Kathy Pacena
6-11-82

day of *December* A.D. 19 *85*

GIVEN under my hand and Notarial Seal this

1985

therein set forth. act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes of said Bank, did affix the corporate seal of said Bank to take instrument as his own free and voluntary act and the said Assistant Cashier then and there acknowledged that he, as custodian of the corporate seal and the voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; that they signed and delivered the foregoing instrument as their own free and voluntary act and as the Officer, and Assistant Cashier, respectively, appeared before me this day in person and acknowledged the same persons whose names are subscribed to the foregoing instrument as such Vice-President, Trust Assistant Cashier of Albany Bank and Trust Company, N.A., who are personally known to me to be

James A. Clark, Assistant Vice-President of Albany Bank and Trust Company, N.A., and

LASALLE NATIONAL BANK

Vice-President, Trust Officer

JOHN W. LANE

a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that

STATE OF ILLINOIS
COUNTY OF COOK

Kathy Pacena

ATTEST:

BY: *[Signature]*

as Trustee as aforesaid and her personally,

LASALLE NATIONAL BANK

IN WITNESS WHEREOF, Albany Bank and Trust Company, N.A., 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 Assistant Cashier, at the place and on the date first above written.

LASALLE NATIONAL BANK

and Note or Note payable. by the enforcement of the lien hereby and by said Trust Deed of Mortgage created in the manner herein and in said Trust Deed or Mortgage hereunder or the legal holder of said Note or Notes and the owner of any indebtedness accruing hereunder or anyone hereafter claiming any right or security hereunder. So far as Albany Bank and Trust Company, N.A., personally, is concerned, the Assignee or hereafter either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or herunder, or to perform any agreement or Note or Note contained shall be construed as creating any liability of Albany Bank and Trust Company, N.A., personally to pay the said Note exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said THIS ASSIGNMENT OF RENTS, is executed by Albany Bank and Trust Company, N.A., not personally but as Trustee as aforesaid, in the

LASALLE National Bank

DEPT-01 RECORDING \$11.00
#0102 # 2 * 85-294335
1#1111 TRAN 5054 11/22/85 14:27:00

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executor, administrator, legal representatives, successors and assigns of each of the parties hereto. The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof but said Assignee or the agents, attorneys, successors, or assigns of the Assignee shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, at any time or times that shall be deemed fit.

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