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ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee Under Trust Agreement dated September 23, 1986 and known as Trust Number 1089048 and Kevin A. Price, in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto HARRIS TRUST AND SAVINGS BANK, Assignee, its successors and assigns, all the rents, issues and profits now due and which may hereafter become due under and 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, 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 herein, covering the property described as:

LOTS 1 AND 2 IN WOLFF'S SUBDIVISION OF BLOCK 9 IN WEBSTER'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20-34-108-022

And the said Assignor does hereby authorize irrevocably the above mentioned HARRIS TRUST AND SAVINGS BANK 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 of the leases or agreements existing or to hereafter exist for said premises, and to use such measures, legal or equitable, as in its 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 its discretion, hereby granting full power and authority to exercise each and every rights, privileges and powers herein granted at any and all times hereafter without notice to Assignor herein, their successors and assigns, and further, with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the undersigned upon a certain promissory note dated September 29, 1986, in the principal amount of \$70,000.00 due or to become due under the terms, provisions or conditions of a Mortgage bearing even date therewith conveying the above described property and securing said principal note, and also to the payment of all expenses of the care and management of said premises including taxes and assessments, and interest and principal on incumbrances, if any, which in said Assignee's judgment may be deemed proper and advisable, hereby ratifying all that said Assignee may do by virtue thereof.

THIS ASSIGNMENT of Rents and Leases, issues and profits is in addition to the Assignment of Rents and Leases, issues and profits contained in the Mortgage of even date herewith to HARRIS TRUST AND SAVINGS BANK as Trustee to secure the promissory note dated September 29, 1986 in the amount of \$70,000.00.

Anything in the foregoing provisions to the contrary notwithstanding, the Assignor reserves the right to collect the rents, issues and profits assigned herein until default under the terms of the aforesaid Mortgage or the promissory Note secured thereby.

By accepting this Assignment the Assignee herein does not assume, nor shall it be under any obligation whatsoever to perform any of the covenants, undertakings or promises on the part of the lessor to be performed under any lease which may be entered into concerning the above described property.

IN WITNESS WHEREOF, The Assignor have hereunto set their hands and seals this 29th day of September, 1986.

Chicago Title and Trust Company, as Trustee as Aforesaid and not personally

BY: Susan Becker
ASST. VICE PRESIDENT

ATTEST: Jean M. Cole
Assistant Secretary

Kevin A. Price
Kevin A. Price

5/11/87 10:28 AM

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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, undertakings, representations, covenants, conditions and agreements herein made on the part of the Trustee shall be binding on the successors, assigns, representatives, convenants, undertakings and agreements of said Trustee and its successors and every one of them, made and intended not as personal covenants, conditions, undertakings, representations, covenants, conditions and agreements by the Trustee or 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 solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by any of them in any time be assumed or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, of such personal liability, if any, herein or hereby created and referred.

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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 SUSAN BECKER, President of CHICAGO TITLE AND TRUST COMPANY, an ILLINOIS CORP. and JEAN M. DOLER, Assistant Secretary of said Chicago Title and Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 acts, and as the free and voluntary act of said Chicago Title and Trust Company, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Chicago Title and Trust Company, did affix the said corporate seal of said Chicago Title and Trust Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Chicago Title and Trust Company, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal, this 29th day of September, 1986.

Maria J. Cortinas
Notary Public

My Commission expires:

Sept 21, 1987

STATE OF ILLINOIS)
SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kevin J. Price who is personally known to me to be the same person whose name is subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 29th day of September, 1986.

John W. Mulholland, Jr.
Notary Public

John W. Mulholland, Jr.
Notary Public for the State
of Illinois
Hinsdale, DuPage County

My Commission expires:

JAN 17, 1989

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