

86489247

ASSIGNMENT OF RENTS

Know all men by these presents, that Columbia National Bank of Chicago, an Illinois Corporation, 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 November 8, 1982 and known as Trust No. 1618

in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto Colonial Bank and Trust Company of Chicago

its successors and assigns, all the rents, issues and profits now due and which may hereafter become due, under or by virtue of any lease, whether written or verbal, 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 or 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 right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said Colonial Bank and Trust Company of Chicago

Units S2, PS2, S3, PS3, S4, PS4, S5, PS5 in Winona-Elston Condominiums as delineated on a survey of the following described real estate: Lots 19, 20, 21, 22, 23 and 24 in Bartels and Golbeck's Elston Avenue Subdivision of part of the North East 1/4 of the South East 1/4 of Section 9, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit 'A' to the Declaration of Condominium recorded as Document 25506685 together with its undivided percentage interest in the common elements

and does authorize irrevocably the above mentioned Colonial Bank and Trust Company of Chicago in its own name 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 lease or agreement, written or verbal, 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 or 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 right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said Colonial Bank and Trust Company of Chicago

or its agents, 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 encumbrances, if any, which may be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for Four Hundred Thousand & 00/100-- dollars secured by a Mortgage or Trust Deed dated the 15th day of October, 1986, conveying and mortgaging the real estate and premises hereinabove described to Colonial Bank and Trust Company of Chicago and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have been fully paid.

This assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained.

This Document Prepared By: D. Ward, Colonial Bank and Trust Company of Chicago, 5850 West Belmont Avenue, Chicago, Illinois 60634

Property commonly known as 5132-38 N. Elston Avenue, Chicago, IL P.T.N. 13 09 407 082 1028, 13 09 407 082 1029, 13 09 407 082 1024, 13 09 407 082 1025, 13 09 407 082 1026, 13 09 407 082 1027, 13 09 407 082 1023, 13 09 407 082 1030

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Handwritten notes and signatures: S5, PS2, S3, PS2, S4, S2, PS5, and a large signature 'JF'.

UNOFFICIAL COPY

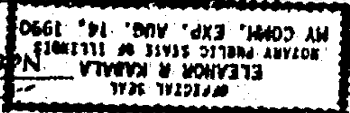
*[Handwritten scribbles]*

RETURN TO: FIRST COAST COMMUNITY BANK  
220 N. MICHIGAN AVE.  
CHICAGO, ILL. 60602

(Name and Address)

This instrument was prepared by:

My Commission expires:



Given under my hand and notarial seal, this 16 day of *October*, 1986, A.D.

Trustee, as aforesaid, for the uses and purposes therein set forth. Instrument as own free and voluntary act and as the free and voluntary act of said Company, as as custodian of the corporation seal of this Company, did affix the corporate seal of said Company to said the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for before me this day in person and acknowledged that they signed and delivered the said instrument as their Assistant-Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, respectively, appeared hereby certify that *[Signature]* Notary Public, in and for said County, in the State aforesaid, do

State of Illinois )  
) SS.  
County of Cook )

*[Signature]*  
Trust Officer

BY: *[Signature]*  
Columbia National Bank of Chicago  
as Trustee as aforesaid.  
not individually but solely

DEPT-01 RECORDING \$11.25  
TR#111 TRAM 0748 10/21/86 12:45:00  
#2044 # C \* 98-48247  
COOK COUNTY RECORDER

Dated at Chicago, Illinois, this 15th day of October, 1986, A.D.

This Assignment or rents is executed by Columbia National Bank of Chicago as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no person liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Columbia National Bank of Chicago, individually, or as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the contrary.

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