

2513-1/pem
14-799-006
12/26/86-pm

UNOFFICIAL COPY

86630963

86630963

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of this 26th day of December, 1986, by LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee under Trust Agreement dated May 24, 1947 and known as Trust Number 3001, having offices at 135 South LaSalle Street, Chicago, Illinois 60690 ("Assignor") and COMMERCIAL NATIONAL BANK OF CHICAGO ("Assignee").

Recital

Assignor is the holder and owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and made a part hereof (the "Property"), and has executed a certain Mortgage, Assignment of Rents And Security Agreement to COMMERCIAL NATIONAL BANK OF CHICAGO to secure that certain Note of even date herewith in the principal amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) (the "Note"). Said Mortgage is intended to be recorded forthwith in the Office of the Recorder of Deeds of Cook County, Illinois and the terms of said document are incorporated herein by express and specific reference.

Obligations Secured

NOW, THEREFORE, for the purpose of securing:

1. Payment of the indebtedness evidenced by the aforesaid Note;
2. Payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and/or any other document

TTIC 2234 TY BA

(303)

86630963

28003083

ASSIGNMENT OF RIGHTS AND LIABILITIES

THIS ASSIGNMENT OF RIGHTS AND LIABILITIES (hereinafter referred to as the "Assignment") is made as of this 25th day of December, 1987, by and between the undersigned BANK, a national banking association, and the undersigned TRUSTEE under Trust Agreement dated May 11, 1987 and known as Trust Number 3001, having offices at 112 South La Salle Street, Chicago, Illinois 60606 ("Assignor") and COMMERCIAL NATIONAL BANK OF CHICAGO ("Assignee").

Recital

Assignor is the holder and owner of the real estate described in Exhibit "A" attached hereto and to the real estate described in Exhibit "B" attached hereto and made a part hereof (the "Property"), and has executed a certain Mortgage, Assignment of Rights and Security Agreement to COMMERCIAL NATIONAL BANK OF CHICAGO in regard to certain real estate ever date herewith in the principal amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) (the "Mortgage") held by Assignor intended to be recorded for which in the office of the Recorder of Deeds of Cook County, Illinois and the terms of said document are incorporated herein by express and specific reference.

Collateral Assigned

NOW, THEREFORE, for the purpose of securing:

1. Payment of the indebtedness evidenced by the attached Note;
2. Payment of all advances and other sums which may hereafter become due and payable to Assignee under the provisions of the Mortgage and/or any other documents

28003083

Property of Cook County Clerk's Office



UNOFFICIAL COPY

8 6 6 3 0 9 6 3

evidencing or securing the indebtedness evidenced by the Note (collectively, the "Loan Papers"); and

3. Performance and discharge of each and every obligation covenant and agreement of Assignor herein or arising from the Loan Papers.

Assignment Clause

Assignor, intending to be legally bound and in consideration of the making of the loan represented by the aforesaid Note, does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to all rents, issues and profits of the subject Property, as well as any leases which may be hereafter entered into for all or any portion of the Property (the "Leases"), and any and all extensions and renewals thereof, including any security deposits or interests therein now or hereafter held by Assignor.

Representations

Assignor represents that: (i) it has made no prior assignment or pledge of the rents assigned hereby or of the Assignor's interest in any of the Leases; (ii) to the best of Assignor's knowledge, no default exists under the terms of any of the Leases; and (iii) no prepayment of rent due under any of the Leases of more than two (2) months has been received by Assignor.

Negative Covenants of Assignor

Assignor will not, without Assignee's prior written consent: (i) execute an assignment or pledge of the rents from the Property

UNOFFICIAL COPY

evidencing or securing the indebtedness evidenced by the

Note (collectively, the "Loan Papers"); and

3. Performance and discharge of each and every obligation

covenant and agreement of Assignor herein or arising

from the Loan Papers.

Assignment Clause

Assignor, intending to be legally bound and a confirmation

of the making of the loan represented by the above Loan Papers, does

hereby sell, assign, transfer and set over unto Assignee all

right, title and interest of Assignor in and to all assets, claims,

and profits of the subject property, in and to any and all such

may be hereafter entered into (the all or any portion of the

Property (the "Assets"), and any and all extensions and renewals

thereof, including any security deposits or interests therein now

or hereafter held by Assignor.

Representations

Assignor represents that: (i) it has made no other assignment

or pledge of the assets assigned hereby or of the Assignor's

interest in any of the Assets; (ii) to the best of Assignor's

knowledge, no default exists under the terms of any of the Assets;

and (iii) no prepayment of any of the Assets has

more than two (2) months has been received by Assignor.

Assignor's Covenant to Assignee

Assignor will not, without Assignee's prior written consent,

(1) execute an assignment or pledge of the Assets (as defined

20030703

Property of Cook County Clerk's Office

or any part thereof, or of the Assignor's interest in any of the Leases, unless such assignment shall provide that it is subordinate to this Assignment and the assignment contained in the Mortgage; (ii) accept prepayments of any installments of rents to become due under any of the Leases; or (iii) in any manner impair the value of the Property or the security of this Assignment.

Affirmative Covenants of Assignor

Assignor, at its sole cost and expense, will: (i) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees thereunder to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor, as lessor, and of the Lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear, except any such proceedings caused by the acts or negligence of Assignee; (iv) transfer and assign to Assignee any and all Leases subsequently entered into by Assignor, upon the same or substantially the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand any and all instruments required to effectuate said assignment; (v) furnish to Assignee, within ten (10) days after

86630963

UNOFFICIAL COPY

or any part thereof, or of the Assignor's interest in any of the
leases, unless such assignment shall provide that it is subject
to this Assignment and the assignments contained in the
Mortgage; (iii) accept prepayments of any installment of principal
become due under any of the leases; or (iv) in any manner transfer
the value of the property or the security of this Assignment.

Alternative Covenants of Assignor

Assignor, as its sole cost and expense, will cause to be
made promptly and lawfully all the necessary and proper
of the covenants, conditions and agreements contained in the
lease; (ii) enforce or secure the performance of all of the
covenants, conditions and agreements of the lease; or the part of
the lease thereunder to be kept and performed; (iii) agree to
and defend any action or proceeding and satisfy and pay out of
or in any manner connected with the lease or the covenants,
duties or liabilities of Assignor, as lessor, and of the lease
thereunder, and of all costs and expenses of Assignor, including
reasonable attorney's fees, in any such action or proceeding in
which Assignor may appear, except any such proceedings caused by
the acts or negligence of Assignor; (iv) transfer and assign to
Assignee any and all leases substantially covered hereby hereunder
upon the same or substantially the same terms and conditions
as are herein contained, and make, execute and deliver to Assignee
upon demand any and all instruments required to effectuate this
assignment; (v) furnish to Assignee, within ten (10) days after

800630003

UNOFFICIAL COPY

2 3 3 3 3 9 6 3

Assignee's request, a written statement containing the names of all lessees of the Property or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; (vi) exercise within fifteen (15) days of the demand therefor by Assignee any right to request from any lessee under any of the Leases a certificate with respect to the status thereof; (vii) promptly furnish Assignee with copies of any notices of default which Assignor may at any time forward to any lessee of the Property or any part thereof; and (viii) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the default rate provided in the Note.

Agreement of Assignor

(a) Should Assignor fail to make any payment due hereunder or do any act as herein provided, then Assignee, without any obligation to do so and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor in the Leases contained, and in exercising any such powers to incur and

86630963

UNOFFICIAL COPY

Assignee's request, a written statement containing the name of
all lessors of the Property or any part thereof, the terms of
their respective leases, the spaces occupied and the amounts
payable thereunder; (vi) exercise within fifteen (15) days of the
demand thereof by Assignee any right to recover from any lessee
under any of the leases a certificate with respect to the status
thereof; (vii) promptly furnish Assignee with copies of any
copies of delinquent which Assignee may at any time forward to any
lessor of the Property or any part thereof; and (viii) pay
immediately upon demand all sums expended by Assignee under the
authority hereof, together with interest thereon at the delinquent
rate provided in the Note.

Assignment of Assignor

(a) Should Assignor fail to make any payment due hereunder
or to do any act as herein provided, then Assignee, without any
obligation to do so and without releasing Assignor from any
obligation hereof, may make or cause to be made in such manner and to
such extent as Assignee may deem necessary to protect the security
hereof, including specifically, without limitation, the power
power, the right to appear in and defend any action or proceeding
purporting to affect the security interest or the rights or powers
of Assignee, and also the right to purchase and discharge such and
every obligation, covenant and agreement of the Assignor in the
leases contained, and in exercising any such powers to incur and

RECORDED

UNOFFICIAL COPY

1 6 3 3 1 9 6 3

pay necessary costs and expenses, including reasonable attorney's fees, all at the expense of Assignor.

(b) Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Assignor under the Leases or this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the negligence of the Assignee. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor with interest at the default rate provided in the Note immediately upon demand.

(c) Nothing herein contained shall be construed as constituting Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be

UNOFFICIAL COPY

pay necessary costs and expenses, including reasonable attorney's fees, all at the expense of Assignor.

(b) Assignee shall not be obligated to perform or discharge any duty or liability of Assignor under the lease or assignment, and Assignor shall and does hereby agree to indemnify, defend and hold Assignee harmless of and from any and all liabilities or claims or damages which in any or might incur and the Assignor under or by reason of this Assignment and of any and all claims and demands whatsoever which may be asserted against it or against any alleged obligations or undertakings on the part of Assignor or discharge any of the same, covenant or agreement contained in the lease, except any such claim or demand resulting from the negligence of the Assignee. Assignor shall incur any such liability, loss or damage under the lease or assignment or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be covered hereby, and Assignor shall reimburse Assignee therefor with interest at the rate provided in the Note immediately upon demand.

(c) Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the property by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be

20030103

UNOFFICIAL COPY

0 6 6 3 0 9 5 3

asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

(d) A demand on any lessee by Assignee for the payment of the rent on any default claimed by Assignee shall be sufficient authority to the lessee to make future payment of rents to Assignee without the necessity for further consent, instruction or authorization by Assignor.

(e) Assignor does further specifically authorize and instruct each and every present and/or future lessee of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to pay the same, and Assignor hereby waives any right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

Default

Upon, or at any time after, default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement contained herein or in any of the Loan Papers, Assignee may, at its option, without regard to the adequacy of the security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof, and do any acts which Assignee deems proper to

86630963

UNOFFICIAL COPY

asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

(b) A demand on any lease by Assignor for the payment of the rent on any default claimed by Assignor shall be sufficient authority to the lessee to make future payment to Assignor Assignee without the necessity for further consent, instruction or authorization by Assignor.

(e) Assignor does further specifically authorize and instruct each and every person and/or firm or individual or any part of the Property to pay all such taxes, charges and in any capacity to Assignor upon receipt of demand from Assignor for the same, and Assignor hereby waives any right, claim or demand it may now or hereafter have against any such person or reason of such payment of taxes to Assignor or co-assignors with other requirements of Assignor pursuant to this assignment.

Default

Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any other loan covenants, Assignor may, at its option, without regard to the adequacy of the security for the indebtedness hereby secured, either in person or by agent, with or without a notice of demand or proceeding, or by a receiver to be appointed by a court, cause upon, take possession of, manage and operate the property or any part thereof, and do any and all things which Assignor could lawfully

REC-300003

UNOFFICIAL COPY

9 6 5 3 0 9 6 3

protect the security hereof; and, either with or without taking possession of said property, in the name of Assignor or in its own name, sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, toward the indebtedness secured hereby, in such order as Assignee may determine. Assignee reserves, within its sole discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession of said Property or the collection of such rents, issues, profits and advances and the application thereof as aforesaid shall not cure or waive any default under the Note or any of the other Loan Papers, and Assignee may continue to so possess and collect even after any such default has been cured. Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of said rents and will, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

Assignee's Right to Exercise Remedies

No remedy conferred upon or reserved to Assignee herein or in any of the Loan Papers is intended to be exclusive of any other

UNOFFICIAL COPY

property the security defects and either with or without... possession of said property, in the name of assignee or in the... name, sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorney's fees, management fees and broker's commissions, and other... address secured hereby, in such order as Assignee may determine. Assignee reserves, within its sole discretion, the right to determine the method of collection and the extent to which expenses of collection of delinquent rents shall be recovered, and shall not be accountable for more rents than it actually receives from the property. The entering upon and taking possession of the property or the collection of such rents, issues, profits and advances and the application thereof as aforesaid shall not constitute any default under the lease or any of the covenants therein, and Assignee may continue to so possess and collect rent after any such default has been cured. Assignee agrees that it will facilitate in all reasonable ways Assignee's collection of said rents and will, upon request by Assignee, promptly execute and return notices to each lessee directing the lessee to pay rent to Assignee.

Assignee's Right to Exercise Remedies

No remedy collected upon or referred to herein shall be a bar to any of the lease fabric in intended to be exercised or any other... Assignee's Right to Exercise Remedies

20030923

UNOFFICIAL COPY

2023 09 03

remedy or remedies, and each and every such remedy and all representations contained herein and in the other Loan Papers shall be cumulative and concurrent and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. Any and all remedies available to Assignee may be pursued singly, successively or together against the Assignor and/or the Property, according to the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

Defeasance

As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligations, covenant, or agreement contained herein or in the Loan Papers, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements contained herein and in the Loan Papers, this Assignment shall become and be void and of no effect, but the affidavit or any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms or

UNOFFICIAL COPY

remedy or remedies, and each and every such remedy and all other remedies shall be cumulative and shall be in addition to every other remedy given hereunder and in addition to any other remedy existing at law or in equity or by contract and any other remedies available to Assignee may be pursued singly or collectively or together against the Assignor and/or the Property according to the sole discretion of Assignee. No delay or hindrance shall be made in the exercise of any right or power which is conferred by this Agreement of any such default or any non-performance hereunder and every part and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

RELEASE

As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligations, covenants, or agreements contained herein or in the Loan Papers, Assignor shall have the right to collect upon, sell, or prior to accrual, all rents, issues, profits and advantages in the property, and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements contained herein and in the Loan Papers, this Assignment shall become and be void and of no effect, but the validity of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms

20030303

UNOFFICIAL COPY

8 6 6 3 0 9 6 3

conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

Miscellaneous

This Assignment may not be modified, amended, discharged or waived, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. The covenants of this Assignment shall bind the Assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, Leases and subleases of the Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns. As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument. In the event any one or more of the provisions contained in this Assignment or in the Loan Papers shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment or the Loan Papers, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been

UNOFFICIAL COPY

conditions shall be and constitute conclusive evidence of the
validity, enforceability and continuing force of this Assignment,
and any person may and is hereby authorized to help therein.

Miscellaneous

This Assignment may not be modified, amended, discharged or
waived, except by an agreement in writing and signed by the party
against whom enforcement of any such modification, amendment,
discharge or waiver is sought. The covenants of this Assignment
shall bind the Assignor, the assignees and assigns of Assignor,
all present and subsequent owners, lessors and additional
the property of any part thereof, and shall inure to the benefit
of Assignor, its assignees and assigns. As used herein the
singular shall include the plural as the context requires, and the
obligations of each Assignor shall be joint and several. The
article headings in this instrument are used for convenience in
finding the subject matter, and are not to be used as part of
this instrument, or to be used in determining the intent of the
parties or otherwise in interpreting this instrument. In the
event any one or more of the provisions contained in this
Assignment or in the Loan Papers shall for any reason be held to
be invalid, illegal or unenforceable in any respect, such
invalidity, illegality or unenforceability shall not affect the
Assignment, nor affect any other provision of this Assignment or the
Loan Papers, but this Assignment shall be construed as if such
invalid, illegal or unenforceable provision had never been

0000000000

UNOFFICIAL COPY

86630963

contained herein or therein. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

THIS INSTRUMENT is executed by LASALLE NATIONAL BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LASALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said LASALLE NATIONAL BANK 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 Assignee herein and by every person now or hereafter claiming any right or security hereunder, and that so far as said LASALLE NATIONAL BANK personally is 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.

UNOFFICIAL COPY

contained herein of hereinafter. This assignment shall be deemed to
and construed in accordance with the laws of the State of
Illinois.

THIS INSTRUMENT is executed by LASALLE NATIONAL BANK, and
personally but as trustee as directed in the exercise of the
power and authority conferred upon and vested in it by
Trustee (and said LASALLE NATIONAL BANK hereby certifies that it
possesses full power and authority to execute this instrument,
and it is expressly understood and agreed that the trustee herein
in said Note contained shall be considered as exercising the
liability on said LASALLE NATIONAL BANK personally to pay the
Note or any interest thereon that may accrue thereon or any interest
accruing hereunder, or to perform any covenant or other obligation
incurred herein contained, all such liability, in any event,
expressly waived by Assignee herein and in every other case in
hereafter claiming the right of security hereunder, and that as
far as said LASALLE NATIONAL BANK personally is concerned, the
legal holder of holders of said Note and any other person or
any individualness accruing hereunder shall look solely to the
promise 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 payment
liability of the guarantors.

200300003

UNOFFICIAL COPY

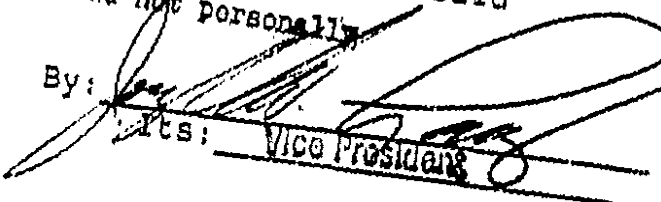
2 6 3 9 6 3

IN WITNESS WHEREOF, LASALLE NATIONAL BANK, as Trustee, has caused these presents to be signed by the day and year first above written.

ATTEST:


Its: Notary Public

LASALLE NATIONAL BANK,
as Trustee as aforesaid
And not personally

By: 
Its: Vice President

Property of Cook County Clerk's Office

86630963

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Chicago, Illinois, this _____ day of _____, 19____.

caused these presents to be signed by the day and year first above

written.

CLERK OF COURT
COURT HOUSE
CHICAGO, ILL.

CLERK

Property of Cook County Clerk's Office

999300003

UNOFFICIAL COPY

8 6 6 3 0 9 6 3

STATE OF ILLINOIS)
)
COUNTY OF COOK)

Kathy Pacon

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LANG, as Vice President and JAMES A. CLARK, ~~Assistant Secretary~~, as ~~Vice~~ President of LASALLE NATIONAL BANK, a national banking association, as Trustee under Trust Agreement dated May 24, 1947 and known as Trust Number 3001, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and ~~Vice~~ President of the Bank, 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 Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of Feb., 1986.

Kathy Pacon
Notary Public

Cook County Clerk's Office

86630963

UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, in the City of Chicago, Illinois, this 1st day of May, 1988.

GIVEN UNDER MY HAND AND SEAL OF SAID COUNTY, ILLINOIS, THIS 1st DAY OF MAY, 1988.

County Clerk

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

0 9 6 3 0 9 3 3

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1, 2, 3 AND 4 IN F. H. DOLAND'S SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/2 OF BLOCK 8 IN THE SUBDIVISION OF BLOCK 44 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax Index No. 14-29-306-001
Street Address: 1213-29 West Diversey
Chicago, Illinois

All
F-0-0
7a.

This instrument prepared by:

Kenneth Latimer
Holland & Coff
55 E Monroe St.
Chicago, Ill. 60603

DEPT-01 \$22.
T40002 TRAN 0713 12/31/86 16:10:00
47809 C *-86-630963
COOK COUNTY RECORDER

Mail to: Box 15
T. Co. Tollett Co.
69 W. Washington St.
Chicago, Ill 60602

86630963

-86-630963

22

UNOFFICIAL COPY

RECEIVED

COOK COUNTY CLERK

TO: THE HONORABLE CLERK OF THE SUPREME COURT
OF THE STATE OF ILLINOIS
FROM: THE HONORABLE CLERK OF THE SUPREME COURT
OF THE STATE OF ILLINOIS

Property of Cook County Clerk's Office

STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
JANUARY 1, 1900

20030000

80-030000