

ASSIGNMENT OF RENTS  
(ILLINOIS)

UNOFFICIAL COPY

CAUTION: Consult a lawyer before using or acting under this form.  
Attorneys' fees, including reasonable attorney's fees, are excluded.

86161821

KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor,  
FIRST NATIONAL BANK IN CHICAGO HEIGHTS, as trustee  
under Trust Agreement dated December 14, 1981, and  
known as Trust No. 52B9

of the city of Chicago Heights County of Cook and State of Illinois

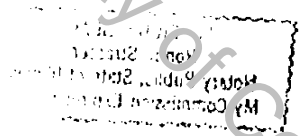
in consideration of One Dollar (\$1) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Assignee, AMERICAN NATIONAL BANK, a natl. banking assn., its successors & assigns

of the village of South Chicago Heights County of Cook and State of Illinois

Above Space For Recorder's Use Only

~~and assigns~~ all the avails, rents, issues and profits now due and which may hereafter become due under or 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, or which may be made or agreed to by the Assignee under the power herein granted, 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 and especially those certain leases and agreements now existing ~~as follows to-wit:~~ whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to

DATE OF LEASE                      LESSEE                      TERM                      MONTHLY RENT



~~shd. not be payable~~ with respect to the premises described as follows, to-wit:

Lot 2 (except the North 15 feet thereof) and all of Lots 3, 4, 5 and 9, all in the Subdivision of the South 400 feet of Block 165 in Chicago Heights, in the Northwest quarter of Section 28, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

It is understood and agreed that the Assignee will not exercise any of its rights under this Assignment until after default in payment of any indebtedness or liability of the undersigned to the Assignee.

Permanent Index Nos. <sup>S. Lot 2, N. Lot 3</sup> 32-28-100-006-0000, <sup>S. Lot 3 N. Lot 4</sup> 32-28-100-100-007-0000, <sup>S. Lot 4, Lot 5</sup> 32-28-100-014-0000, and 32-28-100-015-0000. <sup>Lot 9</sup>

Property Address: 1901-1903 East End Ave., Chicago Heights, Ill.

and the Assignor hereby irrevocably appoints the Assignee as his true and lawful attorney 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 the leases or agreements, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in his 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 his discretion, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the Assignor to the Assignee, 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 incumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

GIVEN under its seal and seal this 13th day of March 19 86  
FIRST NATIONAL BANK IN CHICAGO HEIGHTS,  
as trustee aforesaid,  
By *[Signature]* Trust Officer

WITNESSETH: *[Signature]*  
Assistant Trust Officer

STATE OF \_\_\_\_\_ } ACKNOWLEDGMENT ON REVERSE SIDE

County of \_\_\_\_\_ }  
I, \_\_\_\_\_ ss.  
a notary public in and for said County, in the State aforesaid, Do Hereby Certify that

\_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he \_\_\_\_\_ signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

This instrument was prepared by HOWARD A. MC KEE, 111 W. MONROE ST., #2200E, CHICAGO, IL, 60603  
(NAME AND ADDRESS)

86161821

STATE OF ILLINOIS )  
COUNTY OF COOK )

# UNOFFICIAL COPY

I, the undersigned, a Notary Public, in and for and residing in the said County in the State aforesaid, DO HEREBY CERTIFY, that Edward L. Morrison personally known to me to be the Trust Officer ~~President~~ of the \_\_\_\_\_

FIRST NATIONAL BANK IN CHICAGO HEIGHTS and

Donna Willwerscheid personally known to me to be the ~~Assistant Trust Officer Secretary~~ of said Corporation, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such

Trust Officer ~~President~~ and Asst. Trust Officer ~~Secretary~~, they signed and de-

livered the said instrument in writing as Trust Officer ~~President~~ and as Assistant Trust Officer ~~Secretary~~ of said Corporation, and caused the seal of said Corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

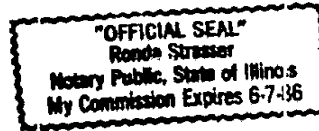
GIVEN under my hand and notarial seal, this 22nd day of April

1986.

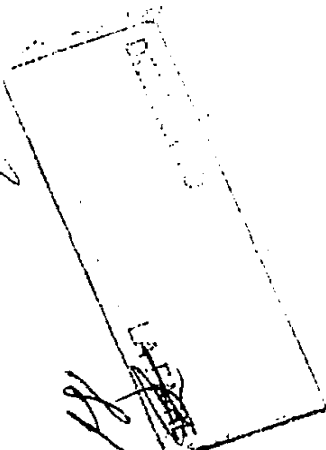
Ronda Strasser

Notary Public

MAIL TO:  
HOWARD A. MCKEE  
111 W. Monroe Street  
Suite 2200 E  
Chicago, IL 60602



DEPT-01 RECORDING  
TRAN 3271 04/25/86 10:46:00  
#5185 # C \* -86-161821



*Mike Lee*  
*Mr. Morrison*  
*etc*

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REGISTRAR V OF TITLES  
APR 25 10 41 AM '86

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*1413 071*  
*DUPLICATE*

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## EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal 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 solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First National Bank in Chicago Heights or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

First National Bank in Chicago Heights.  
Not Individually, but solely as Trustee  
under Trust No. 5269

By

  
Trust Officer