

Exoneration provision restricting any liability of Harris Trust and Savings Bank, attached hereto is hereby expressly made a part of

86345767

Assignment of Rents

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor, Harris Trust & Savings Bank of Chicago, as Trustee, U/T/A dated July 20, 1977 and known as Trust No. 37811 and not individually

70-65-385J
612481 SW

of the City of Chicago 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, Harris Bank Glencoe-Northbrook, N.A.

of the Village of Glencoe County of Cook and State of Illinois, his executors, administrators 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, 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:

DATE OF LEASE	LESSEE	TERM	MONTHLY RENT
19			\$
19			\$
19			\$
19	1986 AUG 11 AM 11:07	86345767	\$ 14 ⁰⁰
19			\$
19			\$

such rent being payable monthly in advance upon the property described as follows, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

PIN 04-08-250-022-1006

CONSENT THAT

and the Assignor hereby irrevocably appoints the Assignee as his true and lawful attorney-in-fact 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 hand and seal this 1st day of August 1988

HARRIS TRUST and SAVINGS BANK, as Trustee under Trust Number 37811 and not individually

ATTEST: Assistant Secretary (SEAL) BY: VICE PRESIDENT (SEAL)

STATE OF } 1
County of } 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 a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of 19

Notary Public

86345767

Assignment of Rents

WITH

UNOFFICIAL COPY

Mailed to

Marvin Bank

333 Dear Ave

Chicago, Ill

60002

J. B.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

JILL WACHTOR

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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

HERMAN A. KOLE

Vice President of the Harris Trust and Savings Bank and

KENNETH E. PIEKUT

Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-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 act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this

1 day of August A.D. 19 86
Jill Wachtor
Notary Public

X-4704 (N-12-74)

My Commission Expires February 19, 1990

THIS ASSIGNMENT OF RENTS is executed by the Harris Trust and Savings 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 Harris Trust and Savings 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 principal or interest notes contained shall be construed as creating any liability on the said party of the first part or on said Harris Trust and Savings Bank personally to pay the said principal notes 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 said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises therein conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

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Property of County Clerk's Office

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Exhibit "A"

Parcel 1:

Unit No. '940' in Pheasant Creek Condominium 2, as delineated on survey of part or parts of the following described parcel of real estate (hereinafter referred to as 'Parcel'): Lots 'A' and 'B' in White Plains Unit 7, being a Subdivision in Section 8, Township 42 North, Range 12 East of the Third Principal Meridian and also the 2 acres conveyed to Frederick Walter by Warranty Deed recorded December 4, 1849 as Document No. 24234, being the East 20 rods of the North 16 Rods of the West 1/2 of the North East 1/4 of said Section 8 and also the 1 acre conveyed to the Church by Warranty Deed recorded April 30, 1851 as Document No. 29581 all taken as a Tract, (excepting from said Tract the North 525.0 Feet of the West 742.0 Feet and also excepting that part East of the West 742.0 Feet of said Tract and North of a Line 246.75 Feet South of and Parallel with the North Line the North East 1/4 of said Section 8) all in Cook County, Illinois which survey is attached as exhibit 'B' to Declaration of Condominium made by Chicago Title and Trust Company, as Trustee under Trust No. 40920 recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 22648910 as amended from time to time, together with its undivided percentage interest in said Parcel (excepting from said Parcel all the Property and Space comprising all the Units thereof as defined and set forth in said Declaration and Survey

ALSO

Parcel 2:

Easements Appurtenant to and for the Benefit of Parcel 1 as set forth in Pheasant Creek Association Declaration of Covenants, Conditions and Restrictions dated March 5, 1974 and Recorded March 8, 1974 as Document No. 22648909 and as created by Deed from La Salle National Bank, a National Banking Association, as Trustee under Trust Agreement dated August 28, 1975 and known as Trust Number 49409 to Alan S. Fleishman and Corlys F. Fleishman dated September 27, 1976 and recorded October 8, 1976 as Document No. 23667489 for Ingress and Egress, in Cook County, Illinois.

940 Spring Hill Drive Northbrook

Cook County Clerk's Office

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