# UNOFFICIAL COPY

#### ASSIGNMENT OF INSTALLMENT AGREEMENT FOR TRUSTEE'S DEED

1300

ABSIGNMENT, made this 20th day of August, 1986 by and between James Ruzicka, as Assignor, and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated July 31, 1986 and known as Trust No. 068906-02, as Assignee.

70-61-416 D-3

WHEREAS, Assignor, as Purchaser, and Bank of Lyons, not personally, but as Trustee under Trust Agreement dated November 10, 1976 and known as Trust No. 1743, as "Seller," entered into an Installment Agreement for Trustee's Deed on July 11, 1986, for conveyance of the following described premises in the County of Cook, State of Illinois (hereinafter "Premises")

LOTS 5 TO 10, BOTH INCLUSIVE, IN BLOCK 13 IN WHITE AND COLEMAN'S LAVERGNE SUBDIVISION, BEING A SUBDIVISION OF BLOCKS 13 TO 28 INCLUSIVE IN CHEVIOT'S FIRST DIVISION IN THE NORTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; and

16-32-123-02F QUE (1) (1) 6226 W. OGOEN DERUYA, IL.

WHEREAS, Assignor desires to assign its right, title and interest in said Installment Agreement to Assignee, and Assignee desires to accept said Assignment; and

WHEREAS, Seller has consented to this Assignment by heretofore having issued its Trustee's Deed to Assignee to be held in escrow pursuant to certain Escrow Trust Instructions with Chicago Title and Trust Company as Escrowee under Escrow Trust No. 1303120.

PREPARED BY:

MR JERONE MEISTER

JOS S. LASALLE ST.

CLICAGO IL

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency and receipt thereof is hereby acknowledged by the parties hereto,

#### IT IS AGREED:

- 1. Assignor does hereby assign to Assignee its right, title and interest in said Installment Agreement for Trustee's Deed, and Assignee does hereby accept such assignment.
- 2. Notwithstanding said assignment, Assignor acknowledges, warrants, covenants and agree; that as sole beneficiary under said Trust Agreement with American Mational Bank as Trustee, he will faithfully perform and observe all of the covenants, conditions, terms and obligations contained in said Installment Agreement for Trustee's Deed, including, without limitation, the obligation to pay the monthly installments required thereunder.
- 3. Assignor agrees, acknowledges and understands that Seller is a beneficiary under this Assignment Of Installment Agreement For Trustee's Deed.
- 4. This Agreement is executed by American National Bank and Trust Company, not personally, but solely as Trustees under Trust No. 068906-02 aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is

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expressly understood and agreed that nothing in said Agreement contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accrued thereunder, or to perform any covenant, either express or implied, in said Agreement, and that as far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Agreement shall look solely to the beneficiary under the Trust Agreement for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the Premises described therein and has no control over the management thereof or the income therefrom.

EXECUTED on the day and in the year first above written.

ASSIGNO

**ASSIGNEE** 

American National Bank Company of Chicago, not personally, but solely/a

Attest

(acknowledgments follow)

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STATE OF ILLINOIS )	
COUNTY OF COOKORETTA M. SOVIENSKI	
I,	_ a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that	
SUZANNE G. BAKER	of American
NATIONAL BANK AND TRUST COMPANY OF CASSI	CHICAGO, and STANT SECRETARY
thereof, personally know to me to I	be the same persons whose names
are subscribed to the foregoing inst	ASSISTANT SECRETARY
respectively appeared before me t	his day in person and acknowl-
edged that they signed and delivere	ed said instrument as their own
free and voluntary act, and as the Bank, for the uses and purposes	therein set forth: and caid
<u>ASSISTANT SECRETARY</u> did also t	then and there acknowledge that
as custodian of the corporate sea	al of the Bank did affix said
corporate seal of said bank to said voluntary act, and as the free and	Instrument as his own free and
the uses and purposes therein set for	orth. AUG 2.8 1986
GIVEN under my hand and Nota	arial Seal this day of
A. D. 19	,
"OFFICIAL STAL"	De 1
Lerotta M. Sovjensk Notacy Publicy Europe Stylense	wille m Sovenski'
My Commission Expires 6/01 55	NOTARY PUBLIC
\$1\$	
	O.
I. JARL L. HALPERIN	, a Notary Public in and for
said County, in the State aforesaid	d, do hereby certify that JAMES
RUZICKA, personally known to me to b	be the same person whose name is
subscribed to the foregoing instrume in person and acknowledged that he s	int, appeared before me this day
said instrument as his free and vo	pluntary act, for the uses and
purposes therein set forth.	
GIVEN under my hand and my	seal this 28th day of
A. D. 1986.	
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~	- Kyun I

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MR JERONE MEISTER

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