

UNOFFICIAL COPY ASSIGNMENT OF RENTS

87444917

148853 7/15/87 CUB

Know all men by these presents, that COLUMBIA NATIONAL BANK OF CHICAGO, a National Bank Association, not personally but as Trustee under the Provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated _____ and known as Trust No. 1905

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 Columbia National Bank 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, or any letting of, or any agreement for the uses 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 grantee hereinafter of 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 grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

COOK COUNTY, ILLINOIS
See Attached Exhibit A FILED FOR RECORD

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13.00

and does authorize irrevocably the above mentioned Columbia National Bank 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 and 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 Columbia National Bank

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 or upon a certain loan for \$434,000.00 dollars secured by a Mortgage or Trust Deed dated the 2nd day of July, 1987, conveying and mortgaging the real estate and premises hereinabove described to Columbia National Bank

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 fully been 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.

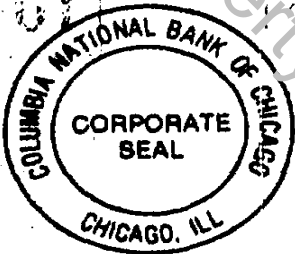
This document prepared by [unclear] should be returned to: Margaret Eckert, Columbia National Bank, 5250 N. Halsted Ave, Chicago, IL 60656.

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UNOFFICIAL COPY

This Assignment of 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 personal 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 holders, owner 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.

dated at Chicago, Illinois, this 14 day of July, 1987. A.D.



COLUMBIA NATIONAL BANK OF CHICAGO,
not individually but solely
as Trustee as aforesaid.

BY: Fred M. Brown
VICE PRESIDENT

ATTEST:
Paul J. Woodard
CASHIER

State of Illinois)
) SS.
County of Cook)

I, Paul J. Woodard, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Fred M. Brown, Vice President of COLUMBIA NATIONAL BANK OF CHICAGO, and Paul J. Woodard, Trust Officer 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 Trust Officer, 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 Paul J. Woodard Cashier then and there acknowledged that he, as custodian of the corporate seal of this 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 14 day of July, 1987. A.D.

Paul J. Woodard
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 21, 1988
ISSUED THRU ILL. NOTARY BOARD

My Commission expires:

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EXHIBIT A
UNOFFICIAL COPY

Owner: Columbia National Bank U/I 1905 (Kokonis)

PARCEL: 1:

Lot 4 In Owner's Division of parts of Lots 4 and 5 of Henry Hachmelster's Division (except the North 30 feet of Lot 5 of Henry Hachmelster's Division which lies East of a line 755.0 feet East of and parallel with the West line of the North West 1/4 of Section 10, and except that part, if any, of Lot 4 lying Westerly of a line drawn at right angles to the North line of Lot 5 in Henry Hachmelster's Subdivision at a point 20 rods West of the Intersection of aforesaid North line of Lot 5 and the center line of River Road as said road existed on April 6, 1908) in Sections 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

PARCEL: 2:

Easement appurtenant to and for the benefit of Parcel 1, as set forth in grant registered May 8, 1984 as Document LR 3369363 over and upon the South 44 feet of Lot A (except that part thereof taken by Condemnation Case 68C0166) in Foster River Road Industrial Subdivision Section 10, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, for ingress and egress and grants perpetual easement over and upon Lot A (except that part thereof taken by Condemnation Case 68C0166 and excepting the South 25 feet of the South 44 feet) in Foster River Road Industrial Subdivision Unit 1 aforesaid, for the purpose of parking up to 10 automobiles and for ingress and egress to and from said parking areas.

PARCEL: 3:

The South 110.72 feet of the part of Lot 4 lying in Section 10 lying East of the West 777.8 feet of the part of Lot 4 lying in Section 10 and West of the Center line of River Road in Henry Hachmelster's Division of parts of Sections 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian; in Cook County, Illinois.

PARCEL: 4:

North 30 feet of that part of Lot 5 lying Section 10 lying East of West 755 feet of that part of Lot 5 lying Section 10 and West of River Road all in Henry Hachmelster's Division of parts of Sections 9 and 10, Township 40 North, Range 12

PARCEL: 5:

East 33 feet of Lot 3 in owners Division of parts of Lots 4 and 5 of Henry Hachmelster's Division in Sections 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois

That part of Lot 3 described as follows: Beginning at a point on the North line of said Lot 3, 33.0 feet West of the Northeast corner of said Lot 3, (as measured along the North line thereof); thence West along the North line of said Lot 3, 4.33 feet; thence South along a straight line 110.65 feet to a point in the South line of said Lot 3 said point being 33.50 feet West of the Southeast corner of said Lot 3 (as measured along the South line thereof); thence East along the South line of said Lot 3, 0.50 feet; thence North 110.72 feet to the point of beginning all in Owner's Division of part of Lots 4 and 5 of Henry Hachmelster's Division in Sections 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois

PARCEL 5
PIN #12-10-100-069, 12-10-100-071 & 12-10-100-072
CBO CBO CAO

PARCEL: 6:

A part of Lot 5 in Henry Hachmelster's Subdivision of parts of Section 9 and Section 10, Township 40 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Intersection of the North line of said Lot 5 with the center line of a 40 foot concrete pavement in River Road; thence West along said North line of said Lot 5, a distance of 155.50 feet; thence South at right angles thereto 30 feet to a point as a point of beginning; thence continuing South on said right angle line 102 feet thence running East on a line parallel with said North line of Lot 5, a distance of 172.80 feet to the center line of River Road; thence Northwesterly along the center line of River Road 102.89 feet; thence West on a line parallel to the North line of Lot 5 a distance of 159.43 feet to the point of beginning, all in Cook County, Illinois

PARCEL 6
PIN #12-10-100-011
CAO ATT

Property 5300 River Road, Rosemont, IL

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