

ASSIGNMENT OF RENTS
UNOFFICIAL COPY

August 12, 19 87

Chicago, Illinois

Know all Men by these Presents, that Bank of Ravenswood, an Illinois Banking Corporation, 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 8/5/87

87472058

and known as its trust number 25-8659 (hereafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Bank of Ravenswood

(hereinafter called the Assignee), all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of

Cook, and State of Illinois, and described as follows, to wit:

Lots 135 to 141, inclusive, and lots 145 to 155, inclusive, and lots 157 to 160 (except the Southwesterly 50 feet of said lots 135 to 141 and 145 to 155 and 157 to 160) in the Subdivision of Block 6 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax I.D. # SEE ATTACHED

This instrument is given to secure payment of the principal sum of TWO MILLION AND NO/100

(\$2,000,000.00) Dollars, and interest upon a

certain loan secured by Mortgage or Trust Deed to Chicago Title & Trust Company

as Trustee or Mortgagee dated August 12, 1987

and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, all other costs and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are due, or to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and may, with or without force, and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as to the Assignee shall seem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Assignee against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

- (1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; (5) the balance, if any, to the Assignor.

7/25/86

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UNOFFICIAL COPY

Box No. 55

Assignment of Rents

BANK OF RAVENSWOOD

364647 Trustee TO

Bank of Ravenswood 140-650, 1656-1706, 1714-1732 N. Russell St., Chicago, Ill. 60614

(MUT-C/L/Thursh & Co.)

364647

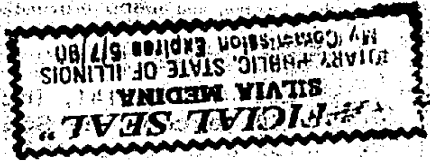
HARRY (BUS) ROURELL REGISTRAR OF TITLES 1997 AUG 26 PM 1:52

Bank of Ravenswood 1625 West Lawrence Avenue Chicago, Illinois 60640

Chicago, Illinois 60640

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Given under my hand and Notarial Seal this August 26 1997 day of August 1987

MARTIN S. EDWARDS Vice President - Trust Officer of Bank of Ravenswood

the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT

THIS ASSIGNMENT OF RENTS, is executed by Bank of Ravenswood, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Bank of Ravenswood personally to pay the said Note or Notes or any interest that may accrue thereon or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant or other express or implied herein or thereon, or to be bound by any such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or equity hereunder, so far as Bank of Ravenswood personally, is concerned, the Assignee hereunder or a legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the Trust Deed or Mortgage, or in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights and conditions of this agreement or the agents, attorneys, successors or assigns of the Assignee shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

DEPT-01 RECORDING #3689 TRAN 8449 98/26/97 15:13 00

COOK COUNTY RECORDER

850242058

UNOFFICIAL COPY

172058

LOT

TAX ID NUMBER

135	14-32-425-053
136	14-32-425-054
137	14-32-425-055
138	14-32-425-056
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140	14-32-425-058
141	14-32-425-059
145	14-32-425-063
146	14-32-425-064
147	14-32-425-065
148	14-32-425-066
149	14-32-425-067
150	14-32-425-068
151	14-32-425-069
152	14-32-425-070
153	14-32-425-071
154	14-32-425-072
155	14-32-425-073
157	14-32-425-075
158	14-32-425-076
159	14-32-425-077
160	14-32-425-078

Property of Cook County Clerk's Office

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PROPERTY OF

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Property of Cook County Clerk's Office

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