



UNOFFICIAL COPY

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of 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 of its, his, or their rights under the terms hereof; but said Second Party, or its agents or attorneys, successors or assigns 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.

The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by the undersigned 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 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 first party or on said 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 successors and said 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 hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided.

DEPT-01 RECORDING \$12.00  
T#1111 TRAN 2534 09/16/87 11:03:00  
#2275 # A \*--87-506772  
COOK COUNTY RECORDER

IN WITNESS WHEREOF, the Undersigned Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer Cashier, the day and year first above written.

PALOS BANK AND TRUST COMPANY

As Trustee as aforesaid and not personally:

By *[Signature]*  
Assistant Vice-President Trust Officer

ATTEST *[Signature]*  
Assistant Trust Officer-Cashier

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Michael J. Constantino Assistant Vice-President Trust Officer

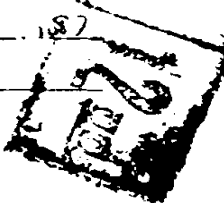
of PALOS BANK AND TRUST COMPANY, and Joseph D. Marszalek

Assistant Trust Officer Cashier of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice-President Trust Officer and Assistant Trust Officer Cashier, 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, for the uses and purposes therein set forth; and the said Assistant Trust Officer Cashier did also then and there acknowledge that said Assistant Trust Officer Cashier, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Trust Officer's Cashier's own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 17<sup>th</sup> day of SEPTEMBER, 1987

My Commission Expires Jan. 3, 1989

*[Signature]*  
Notary Public



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Assignment of Rents

PALOS BANK AND TRUST COMPANY

as Trustee

3651608 to

SEP 16 1987  
HARRISON J. YOUNG, JR.  
REGISTRAR OF TITLE

DELIVER TO  
3651608  
I.T.I.

PALOS BANK AND TRUST COMPANY

1200 So. National Ave. Palos Heights, IL 60463 448-9100

INTERCOUNTY TITLE CO. OF ILLINOIS  
120 WEST MADISON  
CHICAGO, ILLINOIS 60604

BOX 97  
5115  
169  
1152444