

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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## ASSIGNMENT OF RENTS

The Undersigned,

Initials:

- Harris Trust & Savings Bank, not personally, but  
as Trustee under Trust Agreement dated September 12, 1986.  
and known as Trust No. 43753.
- ..... and .....
- ..... corporation, .....
- ..... limited partnership, .....
- ..... d/b/a ....., a .....
- ..... general partnership or joint venture,

("Assignor") whose mailing address is .....  
as additional security for the payment of that certain Note of even date ("Note") payable to the order of  
First Illinois Bank of Evanston, N.A. ("Bank"), in the principal sum of ... Nine Hundred Thousand....  
... and no/100..... Dollars (\$.900,000.00) payable as therein specified with interest as therein provided and for the  
performance of the terms, covenants and conditions contained in said Note and the Mortgage of even date  
made by the Assignor to secure said Note and conveying the real estate hereinafter described, and also in  
consideration of the sum of One Dollar (\$1.00) in hand paid and of other good and valuable considerations,  
the receipt and sufficiency whereof are hereby acknowledged, does herein assign, transfer and set over unto  
Bank, and its successors and assigns, all the avails, rents, issues and profits now due or which may hereafter  
become due under or by virtue of any lease, or any renewals thereof, either oral or written, or any letting of or  
any agreement for the use or occupancy of any part of the real estate and premise, hereinabove described which  
may have been heretofore or may be hereafter made or agreed to by the Bank under the powers herein  
granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and  
agreements and all the avails, rents, issues and profits thereunder unto the Bank, all relating to the real estate  
and premises described on Exhibit "A" attached hereto.

This Instrument Prepared By: Theresa A. Amador.....

and Shall be Returned to: First Illinois Bank of Evanston, N.A.  
800 Davis Street  
Evanston, Illinois 60204  
Attn: Theresa A. Amador.....

BOX 333 - CC

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In the event the Assignor is the trustee of an Illinois trust instrument, then this instrument is executed by the Assignor, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Assignor are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the undersigned by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by the undersigned, either individually or as Trustee as aforesaid, relating to the subject matter of the foregoing instrument, all of such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

Executed at ..... Evanston....., Illinois as of ..... September 10....., 19..87.. .

## PARTNERSHIP/JOINT VENTURE:

..... (name of partnership or joint venture)

a ..... partnership,  
(state) (limited/general)

a ..... joint venture

By .....  
Its: .....

## LAND TRUST:

Harris Trust & Savings Bank.....  
as Trustee under Agreement dated  
September 12....., 19.86...., and known as  
Trust No. .... 43753....., and not personally,

By: .....  
Its: .....  
VICE PRESIDENT

ATTEST:

By: .....  
Its: .....  
ARBITRANT SECRETARY

## CORPORATION:

a ..... corporation  
(state)

By: .....  
Its: .....

ATTEST:

By: .....  
Its: .....

STATE OF ..... Illinois ..} SS.  
COUNTY OF ..... Cook ..}

I, ..... Patricia R. Vander Linden....., a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that..... JAMES J. PERNER....., President of..... HARRIS TRUST AND SAVINGS BANK....., and ..... KENNETH E. PIEKUT....., Assistant Secretary, personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (she/he/they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes and in capacity (if any) therein set forth.

GIVEN under my hand and notary seal this 10th day of September....., 19.87.. .



..... Patricia R. Vander Linden.....

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The Bank may assign all its rights, title and interests hereunder, and all the terms and provisions hereof, upon and during the term of its existence, to legal representatives, successors, assigns and subordinates of the respective parties.

Fairly by the Bank at any time to avail itself of all or any of the provisions hereof shall not be construed or deemed to be a waiver by it therefore. This instrument shall not be construed or deemed to be a waiver of any of the provisions hereof if fully paid, and, in case of a deficiency on foreclosure sale, until the expiration of the period of redemption from the sale.

Analyze this paragraph to determine if the contrary notion withstands scrutiny, no liability of any sort whatsoever is incurred or assumed under and by virtue of this instrument for any error or judgment or for any act done or omitted to be done by the Bank in good faith, or for any mistake of fact or law or anything which it may do or refrain from doing hereunder, except for its own willful default, or for being misunderstood and agreed that in taking possession and operating, managing, preserving the said real estate, the Bank does so without incurring any liability for any injuries or damages except as hereinabove provided.

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Property of Cook County Clerk's Office

SOUTH 35 FEET OF LOT 4 AND ALL OF LOTS 5 AND 6 IN BLOCK 19 IN COCHRAN'S  
SECOND ADDITION TO EDGEWATER IN FRACTIONAL SECTION 5, TOWNSHIP 40  
NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PIN# 14-05-401-025-0000

5900

north

Keweenaw

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