UNOFFICIAL DEPARTS74571

THIS ASSIGNMENT made this 24th day of August

19 87, by CHICAGO TITLE AND TRUST COMPANY, as Trustee under a

Trust Agreement dated October 19, 1971, a/k/a Tr. No. 58521

----- (herein, whether one or more, and if more
than one, jointly and severally, called the "Assignor") to

MANUFACTURERS BANK 1200 North Ashland Avenue Chicago, Illinois 60622 (herein called the "Assignee")

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits of and from the premises described in Exhibit A attached hereto and made a part hereof (herein called the "Premises"), (ii) in and to that certain lease or leases of the Premises (herein generally called the "Existing Leases"), more particularly described in Exhibit B attached hereto and made a part hereof.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. IT IS AGREED AS FOLLOWS:

- Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the Existing Leases and in and to the right to the use and possession of the Premises, including any and all of the rents, issues, profits and avails now die, which may hereafter become due under and by virtue of any lease (including the Existing Lease) whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, with any tenant or occupant of all or any part of the Premises; for the purpose of securing:

Assignment of Beneficial Interest

Assignee MANUFACTURERS BANK

upon the Premises, and filed for record in the proper office of the country was a second with the proper office of the country was a second with the proper office of the country was a second with the proper of the country was a second with the proper of the proper of the proper of the proper was a second with the proper of the proper of the property was a second with the

(b) Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in the Note and Managage contained.

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- (c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and in the Note and Excrepage contained.
- 2. Assignor represents and agrees that (a) Assignor is lessor under the Existing Leases, in each case either directly or as successor in interest to the named lessor thereunder; (b) the Existing Leases are not in default; (c) Assignor is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; and (c) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred.
- any other purposes deemed by the Assignment or the Premises, including, without limitation. Specific assignments of any lease or agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect and not specifically defined herein as an Existing Lease, to constitute the same an Existing Lease hereunder.
- 5. The Assignee shall not in any way he responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under the Existing Leases.
- 6. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.
- 7. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.
- 8. The Assignee shall assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note XXXX MORE page for which this Assignment of Rents and Leases is given as additional security.

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- 9. It is understood that the Assignment of the existing Leases and of the rents, issues and profits of and from the Premises as effected hereby is an absolute assignment which is effective as at the date hereof and, upon demand by Assignee to the Lessee, under any Existing Lease or to any person liable for any of the rents, issues and profits of and from the Premises or any part thereof, such Lessee or person liable for any of such rents, issues and profits shall, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing under such Existing Lease or any other instrument or agreement, oral or written, giving rights to an obligation to pay rents, issues or profits in connection with the Premises.
- So long as there shall exist no default by 10. Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Note BYXMEYXMAXX contained, Assignee shall not demand from Jessees under Existing Leases or other persons liable therefor, any of the rents, issues and profits hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual, all such rents, issues and profits from the Premises and the Existing Leases and to retain and enjoy the same; provided that notwithstanding the provisions of this Section 10, all Lessees under Existing Leases and all other persons liable for rents, issues and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment of Rents and Leases without regard to whether or not the same is made in compliance with this Section 10.
- Upon or at any time ofter default in the payment 11. of any indebtedness evidenced by the Note or secured hereby DX condition, obligation, covenant or agreement herein or in the Note on Markage contained, and the expiration of any period of grace, if any, with respect to any such default as provided for in the Note ommatorages contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify leases (including Existing Leases), fix or modify rents, repair, maintain and improve the Premises, employ contractors, a subcontractors and workmen in and about the Premises, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises or the protection thereof or the enforcement of Assignee's rights hereunder or under the Note xxx Microtogrape; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional indebtedness secured hereby. Massignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine.

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The entering upon and taking possession of the Premises, the collection of rents, issues and profits, the exercise of any of the rights herein above specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Note & XMSK SESSES

- Any tenants or occupants of any part of the Premises (including, without limitation, all persons claiming any interest as lessee under the Existing Leases) are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note maximum gage or the application to be made by the Assignee of any amounts to be paid to the Assignee. sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the assignee for any sums received shall be a full. discharge and release therefor to any such tenant or occupant: of the Premiser. Checks for all or any part of the rentals collected under this Assignment of Rents and Leases shall be drawn to the exclusive order of the Assignee.
- or discharge, nor does it hereby undertake to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Existing Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the Existing Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the Lessee under any lease or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, unkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger
- The Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might in ar under the Existing Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of che terms, covenants or agreements contained in the Existing Leases. Should the Assignee incur any such liability, loss or damage under the Existing Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.
- 15. The Assignee has not received nor been transferred any security deposited by any Lessee with the Lessor under the terms of the Existing Leases and the Assignee assumes no responsibility or liability for any security so deposited.

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- 17. Assignor has not, and will not, accept rent in advance under any Existing Leases or other agreement or lease of all or any part of the Premises excepting only monthly rents for current months which may be paid in advance.
- 18. Assignor shall cause this Assignment to be served upon the Lessee under each Existing Lease and, at Assignor's sole cost and expense, to cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises.
- 19 Upon payment in full of all indebtedness secured hereby, this Assignment of Rents and Leases shall become and be void and of an effect.
- This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Assignor" is used herein, such meference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Assignee" is used rerein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein who shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee. The term "Existing Leases" shall refer to the lease or leases described in Exhibit "B" hereto, whether one or more than one.

This Assignment is executed by Assignor solely in the exercise of the authority conferred upon it as Trustee as aforesaid, 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 agreement herein or in said Note contained, either expressed or implied; all such liability, if any, being expressly waived and released by the morrogages or holder or holders of said Note and by all persons claiming by, through or under said ox momagaz 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 Assignor 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 Assignor, as such 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.

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This Assignment is executed by Assignor tology in the institution of the chartelly collected upon it as granted as attention and no personal first or respect to the course on bas nor at any dime in absorbed or errorded egainst if libe injents or mapley er on account hebeef, it on arcort of the proviser, coverence græntskildes 🗪 opriveret heleie ut li reld Nose freitstesk, sither bung to amenion to helping to same think our yel freenlad has beview Model and Drivate paragon alsoming low, abrough or theorems is all well-ම්සම්ම වෙන්නම් විශ්ය වියාද වියාද වෙන්න වෙන්න වෙන්න වෙන්න වෙන්න වෙන්න වෙන්න මෙන්න මෙන්න වෙන්න වෙන්න වෙන්න වෙන්න ැතිරිතහාකලා අත සනීත්ය දුවන සුන්ලානන්න සහස්වෙනවේ සහ ඉතුණ සමන්ත්වු ඉහළවන, ඇණ theretained in the andertaced and parteed that Andlynath shall there o the low works the general telegraphic conditions and the second and depicted on of the coverance of promises berein contraced, and whall not be liable for any section or concentration tenter in violation of eny of the government besein duncalmed. It is further, wilderscoped and of believe that the Assignor, by such murer is not energied to roceivo any ma Che rance, recues or peodels of of Arom said trant ក្នុងសមាស្ត្រ "តស្ជី ដំណែង ហោងដែលសេកាស់ សក្ដុរិធី ២០០ គ្រឹង។ ២០០៩ ដែលសង្គមេ ស្រុក សម័យដែននិស្ស to the contrary of

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IN WITNESS WHEREOF, the Assignor has executed this
Assignment of Rents and Leases as of the day, month and year
first above written.

CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TR. AGMT. DTD. 10/19/71, a/k/a Tr. No. 58521

ASST. VICE PRESIDENT

Attest:

Resident of Secretary

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The Premises, as that term is used in the foregoing Assignment of Rents and Leases, includes the following:

.Unit No. 7B in Warwick Apartments Condominium, as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"):

Lots 23, 24, 25, 26, 27, and the South 6-1/2 feet of Lot 28 in Block 2 in the Catholic Bishop of Chicago's Lake Snore Drive addition to Chicago in the North Fractional half of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to declaration made by Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust Agreement dated August 4, 1975, and known as Trust Number 1066550 and recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 23238931, as amended by Document No. 23288161; together with an undivided 1.6371 per cent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units as defined and set forth in said declaration and survey) all in Cook County, Illinois.

Commonly known as Unit 7B in Warwick Apartments Condominium 1501 N. State Parkway Chicago, Illinois

PIN # 17-03-100-013-1014

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STATE OF "LINOIS, SS.

I, the unversigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIF, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose comes are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary 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 frae and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

Date SEP 2 9 1987

COPPICIAL SEAL

Lynda S. Barrie

Notary Public, State of Minels

My Commission Expires 4/2/90

Notary Public

Fgem 1329

The Existing Leases, as that term is used in the foregoing Assignment of Rents and Leases, includes the following:

All of the rents, issues and profits now due and which may hereafter become due, whether during or after the term of our Note, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupany of any part of said property heretofore or hereafter made or agreed to, it being the intention of the Assignor to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by the undersigned or by the Assignee under the powers herein by the undersigned or by the Assignee under the powers herein OO COOL grant to, and of all the avails thereof.

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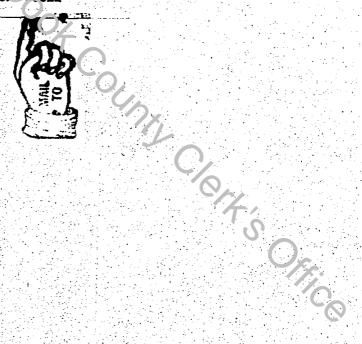
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