

UNOFFICIAL COPY

87604423

13.00

ASSIGNMENT OF RENTS

NT35876

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned AMERICAN NATIONAL BANK OF LANSING AS TRUSTEE UNDER TRUST AGREEMENT DATED 10-12-87 KNOWN AS a Corporation duly organized and existing under and by virtue of the laws of the STATE OF ILLINOIS not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded or registered and delivered to said corporation in pursuant of a Trust Agreement dated OCTOBER 12, 1987 and known as trust number 2040-746 in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, does sell, assign, transfer and set over unto BANK OF LANSING, a corporation organized and existing of the State of Illinois (hereinafter referred to as the BANK) 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 use or occupancy of any part of the following described premises:

COOK COUNTY, ILLINDIS
FILED FOR RECORD

1987 NOV 10 AM 11: 51

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SEE ATTACHED LEGAL DESCRIPTION

It having the intention of the undersigned hereby to establish an absolute transfer and assignment of all its interest, if any, in and to such leases and agreements and all the avails thereunder unto the BANK whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the BANK under the power herein granted.

The undersigned consents that the said BANK may have the management of said property, and does hereby authorize the BANK to let and re-let said premises or any part thereof, according to its own descretion, and to bring or defend any suits in connection with said premises in its own name as it may consider expedient and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do.

It being understood and agreed that the said BANK may have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said BANK, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said BANK may do by virtue hereof. This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said BANK shall have been fully paid, at which time this assignment shall terminate.

It is understood and agreed that the BANK will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the BANK.

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THIS ASSIGNMENT OF RENTS is executed by the undersigned, 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 it is expressly understood and agreed that nothing herein shall be construed as creating any liability of the undersigned personally to pay rent 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 Assignee and by every person now or hereafter claiming any right hereunder, and that so far as the Assignee and its successors and the undersigned personally are concerned, the legal holder or holders of this Assignment of Rents or owners of any indebtedness accruing or secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the Assignment of Rents hereby created, in the manner herein provided, or by action to enforce the personal liability of the guarantors, if any, of such indebtedness.

IN WITNESS WHEREOF, the undersigned, not personally, but as Trustee as aforesaid has caused these presents to be signed by its Trust Officer/Vice President and its corporate seal to be hereunto affixed and attested by its Branch Manager.
~~xxxxxxx~~ this 3rd day of November A.D. 1987.

American National Bank of Lansing

As Trustee as aforesaid and not personally

Attest

Randall Van Noort
~~xxxxxxx~~
 Randall Van Noort,
 Branch Manager

Jerome M. Gardberg
~~xxxxxxx~~
 Jerome M. Gardberg, Vice President/
 Trust Officer

(STATE OF ILLINOIS)
) SS
 COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jerome M. Gardberg personally known to me to be the Trust Officer/Vice President of the American National Bank of Lansing corporation, and Randall Van Noort personally known to me to be the Branch Manager ~~Secretary~~ of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Trust Officer/Vice President and Branch Manager Secretary, they signed and delivered the said instrument as Trust Officer/Vice President and Branch Manager Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 34rd day of November, 1987.

87604423

MAIL TO

Commission expires 7-3, 1989

Alma Swanson
 Notary Public
 My Commission Expires July 3, 1989

Mail to American National Bank of Lansing 3115 Dodge Road Lansing, MI 48906

Box 307

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LEGAL DESCRIPTION ATTACHED TO ASSIGNMENT OF RENTS DATED NOVEMBER 3rd, 1987

PARCEL 1: Lot 2 (except the East 3.00 feet thereof), Lots 3 to 24 inclusive, Lot 25 (except the West 18 feet thereof) Lots 26 to 32 both inclusive, and Lot 33 (except the East 3.00 feet thereof) in Block 1 in HENRY BOCK'S SUBDIVISION of the North 357 feet of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 36 North, Range 15, East of the Third Principal Meridian, lying East of the Railroad together with that part of the heretofore vacated alley in said Block 1 lying East of the East line (extended North) of the West 18.00 feet of said Lot 25.

PARCEL 2: That part of the East and West 14 foot wide public alley as heretofore dedicated in Block 1 in HENRY BOCK'S SUBDIVISION (being a subdivision of the North 357 feet of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 36 North, Range 15, East of the Third Principal Meridian, lying East of the Railroad) lying West of the Northerly prolongation of the East line of the West 18.00 feet of Lot 25 in said Block 1; ALSO All of the North and South 18 foot wide public alley (being also the West 18.00 feet of Lot 25, Block 1, in the aforesaid HENRY BOCK'S SUBDIVISION) as heretofore dedicated by Document #14516567, all in Cook County, Illinois.

KEY NUMBER 30-30-403-001 to 007
30 30 403 017 thru 032
30 30 403 034

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