UNOFFICIAL COPY 1933

LEASE AND RENT ASSIGNMENT

	F	or t	he p	ırposo	of	further	secui	ring	the	Note	date	ed _	MAY	4,	1987	···········		_ mad	e
рÃ	L/	KE	VIEW	TRUST	AND	SAVING	S BANK	AS	TRUS	TEE	UNDER	TRU	JST	AGRE	EMEN	T DAT	ED.		
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14-33-401-D42 J4 L(K) VIEW TRUST AND SAVINGS BANK

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and in consideration of the making by

(hereinafter called the "Bank"), of the loan evidenced by said Note, the undersigned does hereby assign, transfer and set over unto the Fink all the right, title and interest of the undersigned in, to and under all leases of any and every kind now or hereafter existing with respect to said real estate or any part thereof,

together with all rents accrued and to accrue under each and all of said leases and all other rents at any time arising out of said real estace, hereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said Note or said Trust Deed of this Assignment, but no instalment of rent shall ever be collected by the undersigned in advance of its due date. This Assignment shall remain in full force and effect until all indebtedness secured by said Trust Deed has been paid in full.

The undersigned does further hereby covenant and agree with the Bink that until said indebtedness has been paid in full, the undersigned upon the Bank's request will furnish to it true copies of all of said leases and will make, sign and deliver to the Bank such other and additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignce of all the rents at any time arising out of said real estate.

Until the Bank shall notify the lessee or lessees under said lease or leases and tenant or tenants of said real estate that there has been a default under said Note or said Trust Deed or this Assignment, such lessee or lessees and tenant or tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no instalment of rent shall ever be paid to the undersigned in advance of its due date.

In the event of any default under said Note or said Trust Deed or this Assignment, the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and

RETURN TO RECORDER'S OFFICE BOX NO.

THE INTERLIFERED WAS PAFFARED IND DRAFTED BY TAKE VIEW TRUST AND SOUTH TO DANK 3201 H. ASHLAND AVENUE

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Property of Coof County Clark's Office

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upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the name(s) of the undersigned or otherwise, enforce performance of the covenants of the lessee of lessees under said lease or leases, and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, but the Bank shall not be responsible for the performance of any of the covenants of the lessor or lessors of the lessee or lessees in said lease or leases or for the performance of any of the obligations of the landlord nor for the collection of any such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it or account of the interest or principal, or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Trust Deed.

If the Bank shall negotiate or transfer said Note, it may assign all its right, title and interest hereunder to the holder or transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Bank. This instrument shall be binding upon the heirs, executors, idministrators, successors and assigns of the undersigned.

If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the term "the undersigned" shall be taken to refer to each and all the signers.

If this instrument is signed by a Trustee, it shall not be personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Truste; and it is expressly understood and agreed that nothing herein or in said Note or Notes, or Trust Deed contained shall be construed as creating any liability on the said Truster, either individually or as Trustee aforesaid, personally to pay the said Note or Notes or my interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either expressed or implied herein or in said Notes or Trust Deed contained, all such liability, if any, being expressly waived by the holder of said Note or Notes and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing thereunder shall look solely to the premises above described for the payment thereof, or to the personal liability of any guarantor thereon.

IN WITNESS WHEREOF, Lake View Trust and Salings Bank, not personally, but as Trustee as aforesaid, has caused these presents or be signed by its Vice President, its corporate seal to be hereunto affixed and attented by its Trust Officer this 4TH day of MAY , 19 87 . _, 19_87 . day of LAKE VIEW TRUST AND SAVINGS BANK, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY ATTES Trust Officer Its STATE OF ILLINOIS COUNTY OF I, the undersigned, a Notary Public in and for said County, in the State afore-Baid, DO HEREBY CERTIFY THAT G. R. Reinhard, Asst, Vice President of the -LAKE VIEW TRUST AND SAVINGS BANK, and James E. Polites Jr., Trust
Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that __he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as h is own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 5th day of 19_87_

1633-009 C

UNITED FELONDISCH STRUCTURE QPY 3 3

Unit C-7 in the 1920 Lincoln Condominium as delineated on the Plat of Survey of the following described parcel of real estate:

A tract of land (which includes portions of lots taken for the opening of Ogden Avenue by condemnation proceedings had in Case No. 42162Co and said Ogden Avenue having subsequently been vacated by Ordinance, a copy of which was recorded November 13, 1969 as Document No. 21,012,200), described as:

Part of Lots 14, 15, 18, the 10 foot alley North of and adjoining said Lot 15 and the 40 foot street (Lonergan Street) lying East of and adjoining Lot 15, all in Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision in Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, also said tract includes part of Lot 1 in the Subdivision of Lots 19, 20 and 21 in Armstrong's Subdivision of the North 3 acres and Lots 16 and 17 in Lonergan's Subdivision of the South 2 acres of Block 39 in Canal Trustees' Subdivision, aforesaid, all of the above being taken as one tract, bounded and described as follows.

Commencing at the Southwest corner of Lot 22 in Lonergan's Subdivision, aforesaid; thence West along the North line of West Wisconsin Street, and said North line extended, a distance of 83.61 feet to a line that is 50 feet East of and parallel to the West line of North Orleans Street, extended North; thence North along said parallel line, a distance of 100.76 feet to its intersection with a line that is 44 feet Southeasterly of and parallel to the Northwesterly line of Ogden Avenue, as opened by Ordinance of the City Council; thence Northeasterly along said line which is 44 feet Southeast of and parallel to the Northwesterly line of Ogden Avenue, as opened, a distance of 94.83 feet to the Southresterly line of North Lincoln Avenue, as extended; thence Southeasterly along the Southwesterly line of North Lincoln Avenue, extended, a distance of 64.36 feet to the Southeasterly line of North Ogden Avenue, as opened; thence Southwesterly along the Southeasterly line of North Ogden Avenue, as opened, to the West line of Lot 18 in Lonergan's Subdivision, aforesaid: thence South along the West line of Lots 18, 19, 20, 23 and 22 in said Lonergan's Subdivision to the place of beginning, in Cook County, Ill nols, which survey is attached as Exhibit B to the Declaration of Condominium Ownership recorded in the Office of the Recorder of Deeds of Cook County, Illinois on 1275/86 as Document No. **86-**581215 , together with its undivided percentage if interest in the Common Elements.

Permanent Tax Number: 14-33-401-042

1920 N. Lincoln Ave., Unit C-7, Chicago, IL

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NOTE: There has been no tax division for the individual condominium units.

Mortgagor also hereby grants to the Mortgagee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium aforesaid. This Mortgage is subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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COLLONGINGS