

Box No.

Assignment of Rents

FIRST NATIONAL BANK

ESTABLISHED 1855

as Trustee

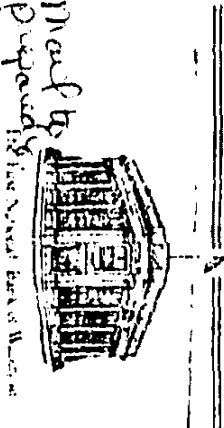
TO

UNOFFICIAL COPY

BOX 333 - HV

872276098

1987 MAY 22 AM 10:07



100 North Dearborn Street, Chicago, Illinois 60611
L. R. 26-1152

day of _____ May _____ A.D. 19 _____ 87

Notary Public _____

GIVEN under my hand and Notarial Seal this _____ 5th _____

of _____ the undersigned _____

STATE OF ILLINOIS }
COUNTY OF COOK }

BY: _____ Vice President-Trust Officer
The Cosmopolitan National Bank of Chicago

ATTEST: _____ Trust Officer

THIS ASSIGNMENT OF RENTS, is executed by The ~~First National Bank~~ Cosmopolitan National Bank of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Note or Notes contained shall be construed as creating any liability of _____ personally to pay the said Note or Notes or any interest that may accrue thereon, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as _____ personally, is concerned, the Assignee or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the Trust property herein described and to the rents hereby assigned for the payment thereof, and the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, The Cosmopolitan National Bank of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Trust Officer, at the place and on the date first above written.

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

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce 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 rights under the terms hereof but said Assignee or the agents, attorneys, successors, or assigns of the Assignee 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 release of the Trust Deed or Mortgage securing said note shall *ipso facto* operate as a release of this instrument.

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