

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

13.00

88415761

Execution provision restricting any liability of The Columbia National Bank of Chicago, attached hereto, is hereby incorporated by reference hereof

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Know all men by these presents, that Columbia National Bank of Chicago, a National Bank Association, not personally but as Trustee under the Provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated August 19, 1988 and known as Trust No. 2902 in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto COLUMBIA NATIONAL BANK OF CHICAGO

its successors and assigns, 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 uses or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinafter of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

See Exhibit "A" attached

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and does authorize irrevocably the above mentioned COLUMBIA NATIONAL BANK OF CHICAGO in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said COLUMBIA NATIONAL BANK OF CHICAGO

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or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for \$200,000.00 dollars secured by a Mortgage or Trust Deed dated the day of August 19, 1988, conveying and mortgaging the real estate and premises hereinabove described to COLUMBIA NATIONAL BANK OF CHICAGO and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

This assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained.

THIS INSTRUMENT WAS PREPARED BY:

Ann Kuebler
COLUMBIA NATIONAL BANK OF CHICAGO
5250 N. HARLEM AVENUE
CHICAGO, ILLINOIS 60656

RETURN TO SAME:
Laura L. Loebbaka
Columbia National Bank of Chicago
5250 N. Harlem
Chicago, IL 60656

BOX 333

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This Assignment of Rents is executed by Columbia National Bank of Chicago as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, 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 agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage 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 Columbia National Bank of Chicago, individually, or as Trustee 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 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.

dated at Chicago, Illinois, this 24th day of August, 1988 A.D.

Columbia National Bank of Chicago
not individually but solely
as Trustee as aforesaid.

BY: Alex M. Payne
VICE PRESIDENT

This instrument is executed by COLUMBIA NATIONAL BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by COLUMBIA NATIONAL BANK OF CHICAGO, are understood to be by the Trustee, as aforesaid and not individually, and no personal liability shall be asserted or enforced against COLUMBIA NATIONAL BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

ATTEST:

Michael A Pawlak
VP CASHIER

State of Illinois)
) SS.
County of Cook)

I, the undersigned a Notary Public, in and for said County in the State aforesaid, do hereby certify that Michael A Pawlak, Vice President of COLUMBIA NATIONAL BANK OF CHICAGO and Helen M. Pawlak, 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 Bank then and there acknowledged that she, as custodian of the corporate seal of this Bank, did affix the corporate seal of said Bank to said instrument as her 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 24th day of August, 1988 A.D.

Joanmary Baird
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JAN. 7, 1989
ISSUED THROUGH ILL. NOTARY ASSOC.

My Commission expires: _____

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EXHIBIT "A"

PARCEL 1:

Lot 4 and the North half of the vacated alley lying South of and adjoining said Lot 4 (except the North 16 feet thereof and except the following described property: Beginning at a point in the West line of said Lot 4 that is 16.0 feet South of the original North West corner of said Lot 4; thence southerly along the West line of said Lot 4 and the West line of Lot 4 extended South, a distance of 124.0 feet to the center line of said vacated alley; thence Easterly along the said center line of the vacated alley a distance of 0.80 feet to a point thence Northerly along a straight line, a distance of 124.0 feet to a point that is 16.0 feet South of the original North line of Lot 4; thence Westerly along a line 16.0 feet South of and parallel to the original North line of said Lot 4, a distance of 0.90 feet to the point of beginning, all in Block 9 in Oak Lawn located on a portion of the East half of the Southwest Quarter of Section 4, and a portion of the North half of the Northwest Quarter of Section 9; both of Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The East 12 feet of the West 105.6 feet of Lot 6 and also the South half of the vacated alley contiguous and adjacent to the East 12 feet of the West 105.6 feet of Lot 6 in Block 9 in Oak Lawn, a Subdivision of Part of the East half of South West Quarter of Section 4 and part of the North half of Section 9, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 5163 W. 95th St. Oak Lawn, IL

PTN # 01-09-000-002

01-09-000-007

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Property of Cook County Clerk's Office

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