

COOK COUNTY, ILLINOIS
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1988 OCT 20 PM 2:49

88482270

ASSIGNMENT OF RENTS

Handwritten notes on the left margin, including "10/27/88" and "10/27/88".

Know all men by these presents, that ~~Affiliated Bank/North Shore National~~ 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 Company in pursuance of a Trust Agreement dated 09/22/1988, and known as Trust No. 1008

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 ~~Affiliated Bank/North Shore National~~

its successor 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:

LOTS 1, 2, 3, AND 4 IN S.F. GALE'S SUBDIVISION OF BLOCK 26, IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13.00

Handwritten notes: "10/27/88" and "10/27/88" with a signature.

and does authorize irrevocably the above mentioned ~~Affiliated Bank/North Shore National~~ 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

~~Affiliated Bank/North Shore National~~ 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 \$ 345,000.00 dollars secured by a Mortgage or Trust Deed dated the day of October, 19 88, conveying and mortgaging the real estate and premises hereinabove described to ~~Affiliated Bank/North Shore National~~ 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.

* including all renewals, extensions and other modifications thereof,

88482270

UNOFFICIAL COPY

This Assignment of Rents is executed by Affiliated Bank/North Shore National

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 Affiliated Bank/North Shore National, 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 5th day of October, 19 88 A.D.

Affiliated Bank/North Shore National solely
as Trustee as aforesaid. U/A #1008

BY: Denise Lara - TO
~~VICE PRESIDENT~~
Denise Lara - Trust Officer

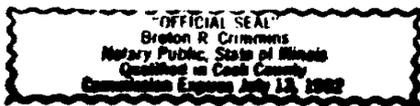
ATTEST:

Fran Powers
~~TRUST OFFICER~~
Fran Powers - Assistant Secretary

State of Illinois)
) SS.
County of Cook)

I, Bretton R. Crimmins, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Denise Lara, Trust Officer, ~~Vice President~~ of Affiliated Bank/North Shore National and Fran Powers, ~~Assistant Sec'y~~ ~~Trust Officer~~ of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer~~ and ~~Assistant Sec'y~~, 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ~~Trust Officer~~ then and there acknowledged that she, as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as her own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of October, 19 88 A.D.



Bretton R. Crimmins
Notary Public

My Commission expires: _____

FORM 2301

Return to:
AFFILIATED BANK/NORTH SHORE NATIONAL
1737 HOWARD STREET
CHICAGO, ILLINOIS 60626
or BOX 420

This document prepared by:
ZORINA BERMAN
AFFILIATED BANK/NORTH SHORE NATIONAL
1737 HOWARD STREET
CHICAGO, ILLINOIS 60626

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UNOFFICIAL COPY

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RIDER TO

ASSIGNMENT OF RENTS

ASSIGNMENT BY BENEFICIARY

For good and valuable consideration, receipt of which is hereby acknowledged, Haymarket Square Associates, an Illinois Limited Partnership the trust, join (s) in this Assignment for the purposes of assigning (its, his) entire right, title and interest in and to the aforesaid rents, issues and profits of the premises.

Dated as of 09/22/1988

Borrower Haymarket Square Associates,
an Illinois Limited Partnership
by [Signature]
General Partner

STATE OF ILLINOIS

COUNTY OF COOK

I, Sally A. Spena a Notary Public in and for the County and State aforesaid, do hereby certify that Joe King personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of Oct, 1988

[Signature]
Notary Public

"OFFICIAL SEAL"
Sally A. Spena
Notary Public, State of Illinois
My Commission Expires 07/18/91

My commission expires:

88-182270