

UNOFFICIAL COPY

ASSIGNMENT

88489719

71-81-631 83

FOR VALUE RECEIVED, the Undersigned Assignor does hereby grant a security interest in, assign, transfer and set over unto GENERAL MOTORS ACCEPTANCE CORPORATION ("GMAC"), and its successors and assigns, all the avails, rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, or any renewals thereof, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described which may have been heretofore or may be hereafter made or agreed to by GMAC under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails, rents, issues and profits thereunder unto GMAC, all relating to the real estate and premises described on Exhibit "A" attached hereto. Without limitation of the foregoing, the Assignment shall include all interest in a certain Facility Lease Agreement ("Agreement") between Cole-Taylor Bank/Main, t/u/t #88-135, dated July 8, 1988, as Lessor; James E. McInerney, as sole beneficiary of Lessor; Shamrock Auto Sales, Inc., as Lessee; and Alan Fryman and Richard Fryman, as Guarantors, for the premises described in Exhibit "A" attached hereto, dated October 5, 1987.

This Assignment is made as collateral security for any and all liabilities of the sole beneficiary to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between him and the Assignee (all of which liabilities secured or to become secured are herein called "Liabilities").

In the event of a default in any of the Liabilities before GMAC exercises any of its rights pursuant to this document it shall serve written notice upon Assignor that an event of default has occurred and Assignor shall have 15 days to cure said default. Any notice that Assignor or Assignee may desire or be required to give to any other party hereto shall be in writing and shall be mailed or delivered to the intended recipient thereof at its address hereinafter set forth or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered two (2) business days after mailing by United States certified mail, return receipt requested, or when delivered in person.

(a) if to Assignor:

James E. McInerney
2715 N. Cicero Avenue
Chicago, Illinois 60639

if to Trust:

Cole Taylor Bank/Main
30 E. DuSable St.
Chicago, Illinois 60601

(b) if to Assignee:

General Motors Acceptance Corporation
444 N. Northwest Hwy.
Park Ridge, Illinois 60068
Attn: Control Branch Manager

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The Assignment hereby created shall be irrevocable so long as any indebtedness from Assignor to GMAC exists.

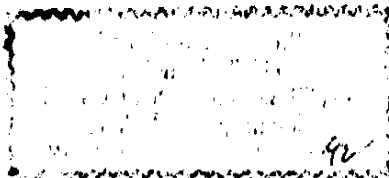
THIS INSTRUMENT PREPARED BY
MAYNIE SIMPSON E.S.G.
77 W. WASHINGTON ST.
CHICAGO, IL 60602

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I, RETNAE J. SMITH, a Notary Public, in and for and residing in said County, in the State aforesaid, do hereby certify that James E. McInerney, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the same instrument as his own free and voluntary act.

GIVEN under my hand and notary seal this 5th day of October, 1988.

Retnae J. Smith
Notary Public



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EXHIBIT A

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LOTS 8, 9, 10 IN BLOCK 2 IN R. F. KENNEDY'S RESUBDIVISION OF PAUL STENSLANDS
SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 40
NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

PTA # 13-28-402-014-0000 (LOT 10)
13-28-402-015-0000 (LOT 9)
13-28-402-016-0000 (LOT 8)

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EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Cole Taylor Bank/Main ~~or any of the beneficiaries~~ under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied all such personal liability, if any, being expressly waived and released.

COLE TAYLOR BANK/MAIN

COLE TAYLOR BANK/MAIN
Trust Officer
Approved

Cook County Clerk's Office

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6/17/2008

MAIL TO:
ATTN: JERRY RUDMAN
Deutsch, Levy & Engel
Chartered
225 W. Washington Street
Chicago, Illinois 60601

2008-08-08