UNOFFICIAL CQRY . . .

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ASSIGNMENT OF RENTS

| Know all men by these presents, that COLONIAL BANK AND TRUST COMPANY OF CHICAGO, an illinois Corporation, 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 August 29, 1988 |
|--|
| and known as Trust No. 1411 |
| in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby |
| acknowledged, does hereby self, assign, transfer, and set over unto Colonial Bank and Trust |
| Company of Chicago |
| its successors and useigns, 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 letting of, or any agreement for the uses |
| or occupancy of, any part of the premises hereinafter described, which may have heretofore, or may |
| be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinunder 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: |

Lot 40 in Block 4 in Picket's second Addition to Chicago, a Subdivision of Lot 4 in the Assessor's Division of Unsubdivided Lands in the North East 1/4 and the East 1/2 of the North West 1/4 or Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN# 17-06-209-023-0000

Commonly known as: 1439 N. Milwaukee Ave, Chicago, Illinois 60622

Colonial Bank and Trust Company of and does authorize irrevocably the above mentioned ____in its own name to collect all of said avails, rents, issues Chicago 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 or all ravancies, 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 grant and all times hereafter without notice to the grantor herein, its successors and assigns, and futher, with jower to use and apply said avails.

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 assesments, and the interest on encumbrances, if any, which may be in its judgement deemed proper and advisable.

This instrument is given to secure paymond of the principal sum and interest of or up n a certain loan for One Hundred Twenty Thousand and dollars secured by a Mortgage or Trust Deed dat a the 19thday of October 19_88, conveying and mortgaging the real estate and penises hereinabove described to Colonial Bank and Trust Company 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 been fully 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.



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UNOFFICIAL COPY

This Assignment of Rents is executed by COLONIAL BANK AND TRUST COMPANY 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, covenents, undertakings or agreements herein or in sai. Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgage 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 COLONIAL BANK AND TRUST COMPANY 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-ection taken in violation of any of the covenants herein contained. It is futher 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.

| liable for any action or non action taken in vio understood and agreed that the Trustee is not a from said trust property and this instrument shall | lation of any of the covenants her entitled to receive any of the ren | rein contained. It is futher ts, issues, or profits of or |
|--|--|--|
| Dated at Chicago, Illinois, this day of | October | , 19 <u>88</u> . A.D |
| 0, | COLONIAL BANK AND TRUST OF CHICAGO, not individually bas Trustee as aforesaid. BY. Assistant Section | |
| ATTEST: Actors 1. Ward, ATO ASST Trusi Officer | Clork? | |
| State of Illinois)) SS. County of Cook) | TS | |
| hereby certify that Barbara A. Bernardini AND TRUST COMPANY OF CHICAGO, and ASSIGNT SECRETY of said Company, who are peare subscribed to the foregoing instrument as such before me this day in person and acknowledged own free and voluntary act and as the free and the uses and purposes therein set forth; and the sa custodian of the corporation seal of this Corinstrument as her own free and voluntar Trustee, as aforesaid, for the uses and purposes t | Trust Offi Debra L. Ward, **Assistant ersonally known to me to be the sate Trust Officer and Assistant Exercised that they signed and delivered the voluntary act of said Company, a said Trust Officer then and there ampany, did affix the corporate seary act and as the free and voluntary | ame persons whose name and persons whose name are said instrument as their as Trustee as aforesaid, for the said Company to said Company to said |
| Given under my hand and notarial seal, this 191 | h_day of_October | , 19_88_, A.D |

Notary Public

(Name and Address)

D. Ward, Colonial Bank, 5850 W. Belmont Ave., Chicago, IL 60634

BOX 333 - CC

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My Commission Expires 7/20/92

NOTARY POR LO. STA

This instrument was prepaired by: