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COOK COUNTY, ILLINOIS

1988 DEC 13 PM 12: 50

88572890

ASSIGNMENT OF RENTS

Know all men by these presents, that American National Bank and Trust Company of Chicagoan
Illinois Corporation, not personally but us 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
November 15, 1988 and known as Trust No. 106940=08
in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby
acknowledged, ucas hereby sell, assign, transfer, and set over unto
Colortal Bank and Trust Company 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 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
larges and agreements and the avails thereunder unto the grantee harein and especially those certain

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

Commonly known as: 1823 N. Monitor, Chicago, IL P.I.N.: 13-32-400-029

leases and agreements now existing upon the property described as follows:

and does authorize irrevocably the above mentioned. Colonial Bank and Trust Company 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 or 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 futher, with power to use and apply said avails, rents, issues and profits to the payment of any indebedness or liability of the undersigned to the said Colonial Bank and Trust Company of Chicago

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 assection 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 Four Hundred Thousand & 00/100 dollars secured by a Mortgage or Trust Deed dated the 18th day of November 19 88 conveying and mortgaging the real estate and premises 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.

Colonial Backs Mist Co.

1th Daniel Backs Mist Co.

5850 W. But mort Clus.

(Mengo, 20., 60634

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This Assignment of Rents is executed by American National 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 or account hereof, or on account of any promises, covenents, 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 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 American National 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 extion 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.

November

Dated at Chicago, Illinois, this _____ day of _

	American National Bank and	
	Chicago , not individually	but solely
	as Trustee as aforeseid.	
	BY //////	
	Assistant Se	cretary
	0,	
	⁴ O ₂	
ATTEST:		
Trust Officer		
- O Trust Officer		
	'O	
	-//_	<u> </u>
State of Illinois)		
) SS.		2,
County of Cook)		
KAREN E. BURNS	lotary Public in and for said Count	v in the State aforesaid, do
hereby certify that L. MICHAEL WELL, a N	lotary Public, in and for said Count	ficer of
on Vational Bank and Trust Control of Contract and	ADITA H	 ,
Assistant Secretary of said Company, who are	personally known to me to be the	same persons whose names
are subscribed to the foregoing instrument as su	uch Trust Officer and Assistant Secre	etary, respectively, appeared
before me this day in person and acknowled	ged that they signed and delivered	the said instrument as their
own free and voluntary act and as the free a the uses and purposes therein set forth; and the	nd voluntary act of said Company,	as frustee as aforesaid, for acknowledged that
as custodian of the corporation seal of this C	Company did affix the corporate s	eal of said Company to said
instrument asown free and volun	tary act and as the free and volunt	ary act of said Company, as
Trustee, as aforesaid, for the uses and purpose	s therein set forth.	
	· MOV a a ·····	19 A.D.
Given unger my hand and notarial seal, this	day 67.77.2.9 19.75	, 19 A.D.
"OFFICIAL SEAL"		
Raren E. Burns Notary Public, State of Illinois	Nice y	12 ×
My Commission Explos 8/2//90	Notary Public	
***************************************	•	
My Commission expires:		

_ <u>, 19_88</u>_ . **A**.D.

This instrument was prepaired by: M. Prochenski/Colonial Bank & Trust Co./5850 W. Belmont/Chgo.

(Name and Address)

UNOFFICIAL COPY

"A" TIRIUKA

PARCEL "A":

That part of Lot 3 in Kuenny Industrial District, being on owner's division in the South East 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Heridian, described es follows: commencing as a point in the West line of Lot 3 in said Kauney Industrial District, being the Bast line of North Monitor Avanue, 343.78 Feet North of the South line of Lot 4 in said Keupey industrial District; thence North slong the Bast line of North Honitor Avenue, a distance of 160 Feet; thouco East along a 14mm drawn parallel with and 503.78 Feat North of the South line of said Lot 4, a distance of 358.03 Feet to its intersection with the Southerly right of way line of the land conveyed to the Chicago, Milwaukee, St. Paul and Pacific Railroad Cumpany by deed deted October 4, 1932 and recorded November 9, 1932, as Document Number 11162537; thence Southeasterly along the said right of way line, buing a straight line, a distance of 80.99 Feat; thence continuing Southeasterly along the said right of way line, being a curved line convexed Southwesterly and having a radius of 487.06 Jack, a distance of 105.24 Feet (ARC) to its intersection with a line drawn parallel with and 343.78 Fact North of the South line of Lot 4 aforward; thence West slong the said parallel line a distance of 450.99 feet to the point of beginning, in Cook County, Illinois.

PARCEL "B":

That part of Lot 3 in Keensy Industrial District, being an owner's division in the South East 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Mazidian, described as follows: commencing at a point on the West line of said Lot 3, 41 Feet South of the North West corner thordolog and running thence East along a line drawn parallel with and 41 Prot South of the North Line of said Lot 3, a distance of 138,91 Fact to an intersection with the Southwesterly line of the right of way conveyed to the Chicago, Milwaukee, St. Paul and Pacific Pailroad by special warranty deed recorded November 9, 1932 as comment number 11162537; thence Southeasterly along the said right of way line, being a curved line convexed Northeasterly and having a radius of 467.52 Feet, a distance of 308.12 Feet (ARC); thence continuing Southeasterly along the said right of way line, being a straight line tangent to the said curved line, a distance of 8.19 Feet to an interesection with a line 503.78 Feet North of and parallel with the South line of Lot 4 in said Kenney Industrial District; thence West along the said parallel line a distance of 358.03 Feet to an Intersection with the said West line of Lot 3 in said Keeney Industrial District; thence North along said West line of Lot 3, a distance of 217.66 Feet to the point or beginning, all in Cook County, Illinois.

13-32-400-029 1923 N. Alantor Aury Chgo, 16 30572890