

UNOFFICIAL COPY

Chicago, Illinois 60606
South 400
11 South Wacker Drive
First Interstate Mortgage Company of Illinois
The instrument was recorded by

88598662

In the event any default occurs under the terms and provisions of said Note or said Trust Deed, the Assignee may, but shall not be obligated to, take over possession of said premises as the true and lawful attorney-in-fact of the Assignor, with full authority to collect rents accruing on the then existing leases of the whole or any part of said premises, to enter into new leases respecting said premises upon such terms and for such period or periods of time, and to operate and maintain said premises as fully as the Assignor could do if personally present.

It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon the Assignee, nor for the carrying out of any of the terms and conditions of said leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the property by the tenants or any other party, or for any dangerous or defective conditions of the premises, or for any negligence in the management, upkeep, repair or control of said premises, resulting in loss or injury or death to any tenant, licensee, employee or stranger.

It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon the Assignee, nor for the carrying out of any of the terms and conditions of said leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the property by the tenants or any other party, or for any dangerous or defective conditions of the premises, or for any negligence in the management, upkeep, repair or control of said premises, resulting in loss or injury or death to any tenant, licensee, employee or stranger.

I. D. No. 05-32-307-034
111 Skokie Boulevard
Wilmette, Illinois

Lot 1 in Westman Brothers' subdivision of part of Lots 31 and 32 in County Clerk's Division of Section 32, Township 42 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

KNOW ALL MEN BY THESE PRESENTS, that, LA SALLE NATIONAL BANK, a National Banking Association, not personally, but as Trustee under Trust Agreement dated October 20, 1960 and known as Trust No. 24972 (hereinafter called the Assignor), in consideration of the premises and of one dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, do subject to the conditions hereof, hereby assign, transfer and set over unto COUNTRY LIFE INSURANCE COMPANY (hereinafter called the Assignee) all the rents, earnings, income, issues and profits now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said Assignor may have heretofore made, or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the power herein granted; it being the intention to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, issues, income and profits thereunder unto the Assignee herein, all relating to the real estate and premises situated in the Village of Wilmette, County of Cook, and State of Illinois, and described as follows, to-wit:

ASSIGNMENT OF RENTS

1300

88598662

38598662

This instrument is executed by LA SAVILE NATIONAL BANK, not personally, but as trustee under the terms of the Trust Agreement dated October 20, 1960, and known as Trust No. 24972, solely in the exercise of the power and authority conferred upon and vested in it as such trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing herein contained or contained in the Note additionally secured hereby, or other Loan Documents, shall be construed as creating any personal liability on the undersigned or its agents, employees, nor any person or entity interested beneficially or otherwise in said Trust Agreement to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any of the conditions herein contained, all such personal liability being expressly waived by Assignee and its successors and assigns, and that so far as the undersigned and its beneficiaries and successors in trust personally are concerned, Assignee and its successors and assigns shall look solely to the premises hereby conveyed and to the income, proceeds and avails thereof for the payment of the Note and all sums secured hereby and the enforcement of the lien hereby created in the manner herein and by law provided.

For any damage to the same, to look to the Assignee but to the tenant or tenants of said premises for the use of tenants and/or the operation of said premises, in or apartments of any kind and description now or hereafter available furniture, turnings, fittings, attachments, appliances and cause to be removed from said premises any of the proceedings brought to enforce said Trust Deed it will not remove or and agrees that during the life of these presents and also during the For the consideration aforesaid Assignor hereby expressly covenants

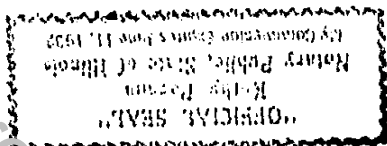
Deed. upon any default under the terms and provisions of said Note or Trust institution foreclosing proceedings under said Trust Deed at any time affecting in any way the right of the holder of aforesaid Note to Any action taken hereunder by the Assignee shall not be construed as

thereof on the aforesaid loan indebtedness. impond the income from said premises and to apply the net proceeds foreclosing, the holder of said Note may ask for a receiver to prevent the institution of foreclosure proceedings as provided in said Note or said Trust Deed, nothing herein shall be construed to above in the event of any default under the terms and provisions of premises and to act as attorney-in-fact of the Assignor as provided In the event the Assignee elects not to take over possession of said

principal and interest due on aforesaid loan indebtedness. including insurance premiums. All other costs of maintenance and operation of said premises, Taxes or assessments against said premises. Legal expenses incurred by Assignee concerning said Commission of 5% for collecting rents and making leases.

Any rents, issues or profits received by the Assignee hereunder shall be applied on any one or more of the following items as the Assignee in its discretion shall elect:

88598662



Notary Public
Kathy Pannun

My commission expires: 6-11-92

Given under my hand and Notarial seal this 6th day of December, 1988.

I, Kathy Pannun, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LANG, VICE President of LA SALLE NATIONAL BANK, Trustee under Trust No. 24972, and KODOMARY COLLINS, Assistant Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and Secretary, 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 corporation, for the uses and purposes therein set forth; and the said Assistant Secretary and Secretary also then and there acknowledged that (he), as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF COOK

1988 DEC 06 PM 4:03
88598662

COOK COUNTY, ILLINOIS

Notary Public

Attest:

By:

LA SALLE NATIONAL BANK, not personally, but as Trustee as aforesaid

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Lease to be executed by its VICE PRESIDENT and its corporate Assistant Secretary and attested by on the 6th day of December, 1988.

UNOFFICIAL COPY

Property of Cook County Clerk's Office