

ASSIGNMENT OF RENTS

88012044

Know all men by these presents, that MID TOWN BANK AND TRUST COMPANY OF CHICAGO, AN ILLINOIS BANKING 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 October 29, 1987 and known as Trust No. 1566 and * 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 MID TOWN 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 the 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 hereunder 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:

* Peg M. Maloney and Daniel Coha, husband and wife, and Woody Slaymaker, a Bachelor.

SEE EXHIBIT "A" ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

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and does authorize irrevocably the above mentioned MID TOWN 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 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, MID TOWN 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 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 \$262,500.00 dollars secured by a Mortgage or Trust Deed dated the 28th day of December, 19 87, conveying and mortgaging the real estate and premises hereinabove described to Chicago Title and Trust Company 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.

2935-37 N. Clark Street
Chicago, Illinois

MAIL TO:

This instrument was prepared by:

Ayella Luknet

MID TOWN BANK AND TRUST COMPANY
OF CHICAGO
2021 North Clark Street
Chicago, Illinois 60614

THIS INSTRUMENT WAS PREPARED
BY: *Ayella Luknet*
MID TOWN BANK OF CHICAGO
2021 NORTH CLARK STREET
CHICAGO, ILLINOIS 60614

THIS IS NOT HOMESTEAD PROPERTY

UNOFFICIAL COPY

This Assignment of Rents is executed by Mid Town 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, 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

Mid Town 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-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 28th day of December, 19 87 A.D.

MID TOWN BANK AND TRUST COMPANY OF CHICAGO

, not individually but solely as Trustee as aforesaid.

BY: Deborah Stephanites
VICE PRESIDENT
Deborah Stephanites, Assistant Trust Officer



ATTEST:

Carmen Rosario
TRUST OFFICER
Carmen Rosario, Assistant Secretary

Joseph M. Maloney
Joseph M. Maloney
Daniel S. Cohen
Daniel S. Cohen
Woody Steynmaker
Woody Steynmaker

State of Illinois)
) SS.
County of Cook)

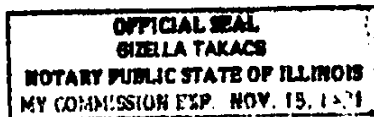
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Deborah Stephanites, Ass't Trust Officer, Deborah Stephanites, Ass't Trust Officer of Mid Town Bank & Trust Company of Chicago, and Carmen Rosario, Assistant Secretary, Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT AND TRUST OFFICER, 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.

*Assistant Trust Officer and Assistant Secretary

Given under my hand and notarial seal, this 28th day of December, 19 87 A.D.

Gizella Takacs
Notary Public

My Commission expires: 11/12/91



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EXHIBIT "A"

LOT 15 AND THAT PART OF LOT 14 DESCRIBED AS BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 14 AND RUNNING THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 14 A DISTANCE OF 77/100 FEET; THENCE NORTHEASTERLY A DISTANCE OF 1.33 FEET TO A POINT 1.33 FEET NORTH (MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID LOT 14; THENCE SOUTHEASTERLY A DISTANCE OF 53; 100 FEET TO A POINT 87/100 FEET NORTH (MEASURED AT RIGHT ANGLES) OF SAID SOUTH LINE; THENCE EASTERLY A DISTANCE OF 66.25 FEET TO A POINT 91/100 FEET NORTH (MEASURED AT RIGHT ANGLES) OF SAID SOUTH LOT LINE; THENCE SOUTH A DISTANCE OF 91/100 FEET TO A POINT ON SAID SOUTH LINE OF LOT 14 WHICH IS 57.73 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT AND THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 67.27 FEET TO PLACE OF BEGINNING, BEING IN WILLIAM KNOKE AND OTHERS SUBDIVISION OF PART OF BLOCK 1 IN SUBDIVISION OF THE NORTH 20 ACRES OF THE SOUTH 50 ACRES OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1904 AS DOCUMENT 3527220 IN BOOK 86, PAGE 35 OF PLATS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2935-37 NORTH CLARK STREET, CHICAGO, ILL

TAX IDENTIFICATION NUMBER: 14-28-111-047-0000

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Peggy M. Maloney and Daniel S. Coha, husband and wife, and Woody Slaymaker, a bachelor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of ~~December~~ January, 1988.
6th

James R. Stucker
Notary Public

My commission expires: 7-29-91

1-6-88



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