## UNOFFICIAL COPY O

1500

88019570

Chicago, Illinois January 12 19	ry 12 19 88	hicago, Illingis January
---------------------------------	-------------	--------------------------

## Know all Men by these Presents, that the northwest national bank

OF CHICAGO, a National Banking Association, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly

recorded and delivered to said Bank in pursuance of a Trust Agreement dated

October 26, 1987

and known as trus

number 10-084000-8 , hereinafter called First Farty, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Northwest National Bank of Chicago

its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are 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 cu, estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter task or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the interior herein to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, tartings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises situated in the County of Cook, and described as follows, to-wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

Commonly known as: \$201 N. Kilpatrick, Chicago, Il 60641

P.I.N. 13-15-310-0(1-0)00 & 13-15-310-008-0000 AII K

This document prepared by E A . O

J. Lesley J. Wazelle

Northwest National Bank of Shicago

BOX 333-WJ

3985 N. Milwaukee Avenue

and interest upon a certain loan secured by Trust Deed to Chicago Fitle and Trust Company

as Trustee dated January 12, 1988 and recorded in the recorder's Office of above named County, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said town and the interest themen, and all other costs and charges which may have accounted or may hereafter accrue under said trust deed, have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assigner of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only. First Party hereby givenants and agrees that in the event of any default by the First Party under the said trust deed above described, the First Party will, whicher before or after the note or notes secured by said trust deed is or are declared to be immediately due in accordance with the trus of said trust deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or before it after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to ake actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or promeys, as for condition broken, and, in its discretion, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said trust deed, enter upon, take, and maintain possession of all or any part of said real estate and premises hereunabove described, together with all documents, books, records, papers, and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including lesses for terms expiring beyond the maturity of the indebtedness secured by said trust deed, and may cancel any lease or sub-lease for any cause or an any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to minige and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss, or dattage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, the Second Farty may apply any and all moneys arising as aforesaid:

(1) To the phyment of interest on the principal and overdue interest on the note or notes secured by said trust deed, at the rate therein provided; (2) To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said trust deed above referred to; and (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

8801957V

88019570 3370

THE NORTHWEST NATIONAL BANK OF CHICAGO  1985 MILWAUKEE AVENUE CHICAGO, ILLINOIS 60641	UNOFFICIAL COPY  See 10 8 10 8 10 8 10 8 10 8 10 8 10 8 10	Assignment of Rents
- 00	Given under my hand and Motavial Seel this.  Asy 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10	
etary, respectively, and delivered the untary act of said the said the said fastistant porate seal of said own free and	of said Bank, who are personally known to the cope the same persons who seriod said Bank, who are personally known to the cope the same persons who scribed to the foregoing instruments as such "see President, as the frees and voluntary act so as as the frees and voluntary act so as a fore-said, for the uses and purposes thereon see furth; and Sank, as Trustee as alore-said, for the uses and purposes thereon see furth; and Series who have a selectional seems and the corporate seems of the control of the corporate seems of the control of the	
NE WOO	Vice-President to Anthures National Pank of Chicago and E	
reby Certify, that	a Notary Public, in and fit and Coupty, in the State aforesaid, Do He	STATE OF ILLINOIS
Vice-President Vice-President	THE NORTHWEST NATIONAL BANK OF C	
нісуео	. 0'	e 18 esk pur kep sys
	buy y wer ten.	e e con hot uch ada

st spoy i wer sen. shere presents to ... signer by its Vice-President, and its curporate scal to be hereunto affixed and attested by its Assistant Secretary,

IN WITNE. Or ERBOP, The Morthwest National Bank of Chicago, not personally but as Trustee as aforesaid, has caused

conveyed for the payment thereof, by the enforcement of the tien hereby created, in the manner herein and in said principal note, provided. peincipal and interest notes and the owners of any indebtedness acctuing hereunder shall look solely to the premises hereby hers part and its successor and said" The Morthwest National Bank of Chicago, personally are concerned, the legal holder or holders of party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the heteunder, or to perform any covenant cither express or implied herein contained, all such liability, if any, being expressly waived by said

This Assignment of Rentz is executed by The Northwest National Bank of Chicago not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said The Northwest Northwest child power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or asid principal or interest notes contained shall be construed as creating any lability on the said first party or on said The Northwest in asid principal or interest contained shall be construed as creating any interest that may accuse thereon, or any indebtedness accruise and interest shall of Chicago personally to pay the said principal and interest that may accuse thereon, or any indebtedness accruised.

The payment of the note and release of the Trust Deed securing said note shall upso facto operate as a release of this instrument.

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or demost to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, as any time or times that he deemed fit.

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and instruments of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

## UNOFFICIAL COPY 5 7 0

PARCEL 1:

Lots 1 to 14, inclusive, in Block 4 in Dickinson's subdivision of that part of the North 1/2 of the South West 1/4 of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, lying West of the Chicago and Northwestern Railway Company's Lands (except the right of way of the Chicago, Milwaukee and St. Paul railroad) in Cook County, Illinois. PARCEL 2:

Lots 10 to 14, inclusive (excepting those parts of lots 13 and 14 dedicated for public alley) in Block 54 in Lombard's addition to Montrose, being a subdivision of that part of the South West 1/4 of the South West 1/4 of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, which lies west of the Chicago, Milwaukee and St. Paul Railread, in Cook County, Illinois.

PARCEL 3:

That part of the last and West vacated public alley lying North of and adjoining the North Line of Lots 10 to 13, both inclusive, in Block 54 of Lombard's addition to Montrose, being a subdivision of that part of the South West 1/4 of the South West 1/4 of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, which lies West of the Chicago, Milwaukee, St. Paul and Pacific Railroad, lying South and Southeasterly of and adjoining the South and Southeasterly lines, respectively, of Lot 14 in Block 4 of Dickinson's subdivision of that part of the North 1/2 of the South West 1/4 of Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, lying West of the Chicago and North Western Railway Company's land, except the right of way of the Chicago, Milwaukee, St. Paul and Pacific railroad, and lying Westerly of and adjoining the Northeasterly line of said Lot 14 in Block 4 of Dickinson's subdivision aforesai Crentioned, produced pi 54 c alinois. Southeasterly to the North line of said Lot 1 14 Block 54 of Lombard's addition to Montrose aforementioned, in Cook County, Illinois.