

ASSIGNMENT OF RENTS

88039185

Know all men by these presents, that	AMERICAN NATIONAL BANK AND TRUST COMPANY OF
CHICAGO, a National Bank Association,	not personally but as Trustee under the Provisions of a deed or
	ed to said Company in pursuance of a Trust Agreement dated and known as Trust No104254=03
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, tr	ansfer, and set over unto OAK TRUST AND SAVINGS BANK

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 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, and 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 2 IN THE SUBDITISION OF BLOCK 7 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 32. TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

1910 N. Dayton Chicago, Illinois P.I.N. 14-32-409-055-0000 (1750)

and does authorize irrevocably the above mentioned OAK TRUST AND SAVINGS BANK in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time nereffer, 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 fine 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 greated 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 nability of the undersigned to the said DAK TEURT AND SAVINGS BANK

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 FOUR HUNDRED THREE THOUSAND dollars secured by a Mortgage or Trust Deed dated the 5th day of January 19 88, conveying and mortgaging the real estate of premises hereinabove described to Chicago Title and Trust Company. Truste 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 raid.

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.

ATTACHMENT TO ASSIGNMENT OF RENT	S DATED _January 5, 1988	• .	
BETWEEN American National Bank and T	rust Company of Chicago, not	personally but as Trust	tee
under Trust Agreement dated 12-15-87 ar	nd known as Trust #104254-03		
	A	and	
Oak Trust and Savings Bank, as A	ssignee.		

Notwithstanding anything to the contrary in said Assignment of Rents, the interest hereinabove described is assigned and transferred to the Assignee by way of collateral security only, and, accordingly, the Assignee by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of the Assignor under said Assignment of Rents, whether provided for by the terms thereof, arising by operation of law or otherwise; the Assignor hereby acknowledging and agreeing that the Assignor is and remains liable thereunder to the same extent as though this Assignment had not been made.

UNOFFICIAL COPY

COOK COUNTY, ILLINOIS FILED FOR RECORD

1988 JAN 27 PH 12: 59

88039185

-2-

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 on 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 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 AMERICAN 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 trus', p operty and this instrument shall not be construed as an admission to the contrary.
	dated at Chicago, Illinois, this
	dated at Chicago, minors, this day of, 1755
	AMERICAN NATIONAL BANK AND TRUST COMPANY
	OF CHICAGO, not individually but solely
	SEAL as Trustee as aforesaid.
	BY: WIGE PRESIDENT
	VICE PRESIDENT
	ATTEST:
	a de la companya della companya dell
	TRUST OFFICER This Instrument was Prepared by:
	1000 North Rush Street
	Chicago, Illinois 60611
)	State of Illinois)) SS.
1	County of Cook KAREN E. BURNS
Ź	a Notary Public, in and for said County in the State aforesaid, do
0	housest continue that SUZANNE C RAKED. Vice President of ALERICAN NATIONAL
D	BANK AND TRUST COMPANY OF CHICAGO, and RICHARD P. ANDERSEN 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, respersively, 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, as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said
	instrument asown 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.
	Given under my hand and notarial seal, thisday ofA.D.
	"OFFICIAL SEAL"
	Notary Public, State of Minois Notary Public, State of Minois Notary Public Notary Public
	My Commission Expires 8/27/90 Notary Public
	My Commission expires:

FORM 2301