

88114894

ASSIGNMENT OF RENTS

Know all men by these presents, that COLONIAL BANK AND TRUST COMPANY OF CHICAGO, an Illinois 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 June 9, 1986 and known as Trust No. 997

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 Colonial Bank and Trust Company of Chicago, 5850 West Belmont Avenue, Chicago, Illinois 60634

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 hereinafter 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:

See Schedule "A" attached hereto and made a part hereof by reference for legal description. Address commonly known as: 2500 West Roosevelt Road, Chicago, Ill. 60608

- | | | | |
|--------------------|--------------------|-------------------------|---------------------------|
| Permanent Tax #'s: | 16-13-425-001-0000 | 16-13-425-006-0000 | 16-13-425-011-0000-1079 |
| | 16-13-425-002-0000 | 16-13-425-007-0000 | 16-13-425-012-0000-1076 |
| | 16-13-425-003-0000 | 16-13-425-008-0000 | 16-13-425-013-0000-107105 |
| | 16-13-425-004-0000 | 16-13-425-009-0000 | |
| | 16-13-425-005-0000 | 16-13-425-010-0000-1078 | |

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 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

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 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 \$200,000.00 dollars secured by a Mortgage or Trust Deed dated the 29th day of February, 1988, 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.

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This Assignment of Rents is executed by COLONIAL 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 COLONIAL 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 29th day of February, 1988 A.D.

COLONIAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee as aforesaid.

BY: Barbara A. Bernardini, et al.
~~XXXXXXXXXXXXXXXX~~ Trust Officer

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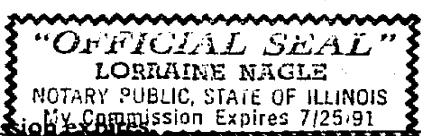
WITNESSETH:

Debra I. Ward, et al.
 Asst. Trust Officer

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 Barbara A. Bernardini, Trust Officer of Colonial Bank and Trust Company of Chicago, and Debra I. Ward, Asst. Trust Officer, ~~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 such Trust Officer and Assistant ~~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 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 corporation 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.

Given under my hand and notarial seal, this 7th day of March, 1988 A.D.



Lorraine Nagle
 Notary Public

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My Commission Expires 7/25/91

This instrument was prepared by: _____
 (Name and Address)

\$14.00

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SCHEDULE "A"

PARCEL "A":

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in the subdivision of the Lot 1 in James Longley's subdivision of the South 183.5 feet of the East 1/2 of the South West 1/4 of the South East 1/4 of the South East 1/4 of Section 13, Township 39 North, Range 13 East of the third principal meridian, in Cook County, Illinois

PARCEL "B":

The East 1/2 of the South 10.07 acres of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13, Township 39 North, Range 13 East of the third principal meridian, excepting Lot 1 in Longley's subdivision of South 183.5 feet of the East 1/2 of the South 1/2 of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13 aforesaid, conveying all streets and the private alley within said tract of land in Cook County, Illinois

PARCEL "C":

A parcel of land being bounded and described as follows: Beginning at the intersection of the East line of the West 1/2 of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13, Township 39 North, Range 13 East of the third principal meridian, with the North line of 12th Street; Thence North along said East line 574.3 feet of South line of Fillmore Street;

Thence West on South line of Fillmore Street 316.0 feet;

Thence South parallel with said East line of the West 1/2 of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13 aforesaid to the North line of 12th Street;

Thence East on the North line of 12th Street of the place of beginning Excepting therefrom that portion described as commencing on the North Line of 12th Street 196.5 feet West of the intersection of the East line of the West 1/2 of the West 1/2 of the South East 1/4 of the South East 1/4 of said Section 13 with the North line of said 12th Street;

Thence Northwestwardly 139.87 feet to a point 57.06 feet East of the West Line of said tract;

Thence Northwestwardly 116.06 feet to a point on the West line of said tract 225.5 feet North of the South West corner thereof;

Thence South 225.5 feet to the South West corner thereof;

Thence East 119.5 feet to the place of beginning

Also excepting therefrom the following

That part of Lot 39 lying West of the East face of stone wall described as follows:

Commencing at a point on the West line of said Lot 39, which point is 23 feet South of the North West corner of said Lot 39;

Running thence Southeasterly 4.68 feet on a line which if produced would intersect the South line of Lot 38 at a point distant 2 feet West of the South East corner of said lot;

Thence Northwesterly on a straight line 22.21 feet to the West line of said Lot 39; and running

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IN REPLY TO

Dear Sirs: I have the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the above captioned matter. The same has been forwarded to the proper authorities for their consideration. I am sorry that I cannot advise you more definitely at this time, but I will endeavor to do so as soon as a final decision has been reached.

All very truly yours,
[Signature]

Very respectfully,
[Signature]

Very truly yours,
[Signature]

Very truly yours,
[Signature]

Very truly yours,
[Signature]

Very truly yours,
[Signature]

Very truly yours,
[Signature]

Very truly yours,
[Signature]

Very truly yours,
[Signature]

Property of Cook County Clerk's Office

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Parcel "C":
(continued)

Thence South along the West line of said Lot 39, a distance of 17.91 feet to the point of beginning; in Silverman's West 12th Street subdivision of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13, Township 39 North, Range 13 East of the third principal meridian;

Also excepting therefrom

That part of Lots 42, 43, 44 and 45 described as follows:

Beginning at a point on the South line of Lot 44 which is 4.5 feet West of the South East corner of said Lot 44;

Thence Northwesterly to a point on the North line of Lot 42; which is 7 feet East of the North West corner of said Lot 42;

Thence East along the North line of Lot 42, a distance of 15.3 feet;

Thence Southeasterly a distance of 22.4 feet to a point which is 83.3 feet East, measured at right angles, from the West line of Lot 40;

Thence continuing southeasterly a distance of 115 feet, more or less, to a point on the South line of Lot 45 which is 6.5 feet East of the South West corner of said Lot 45;

Thence Westerly along the South line of Lots 45 and 44 a distance of 11 feet to the point of beginning; in Silverman's West 12th Street subdivision aforesaid; all in Cook County, Illinois

PARCEL "D":

Also that part of the South 33 feet of West Fillmore Street lying North of and adjoining the North line of vacated Lots 1 to 5, both inclusive, lying West of and adjoining the East line of said vacated Lot 1, produced North 33 feet in Silverman's West 12th Street subdivision of the West 1/2 of the South 9 3/4 acres of the West 1/2 of the South East 1/4 of the South East 1/4 of Section 13, Township 39 North, Range 13 East of the third principal meridian, in Cook County, Illinois

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Clerk's Office

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