

3/1/88

# UNOFFICIAL COPY

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ASSIGNMENT OF RENTS  
KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ AFFILIATED BANK/WESTERN NATIONAL

a corporation organized and existing under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated March 29, 1988, and known as trust number 10505, in order to secure

an indebtedness of SEVEN HUNDRED SEVENTY THOUSAND AND NO/100 Dollars (\$770,000.00) Executed a Trust Deed of even date herewith, mortgaging to AFFILIATED ASSET-BASED LENDING SERVICES, INC., Agent

the following described real estate:

**Parcel 1:**

The West 1/2 of the East 1/2 of the Northwest 1/4 of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian (except from the above described tract the South 1040 Feet and the North 1358 Feet thereof and also except the West 333 Feet thereof) also

**Parcel 2:**

An irregular parcel of land in the East 1/2 of the Northwest 1/4 of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian described as follows: Commencing at a point on the North line of said Northwest 1/4, 333 Feet East of the West line of the East 1/2 of said Northwest 1/4, thence Southerly on a line 333 Feet East of and parallel with said West line a distance of 1809.50 Feet; thence Northwesterly making an angle to the Northwest of 45 Degrees a distance of 203.01 Feet to a point 189.45 Feet East of the West line of said East 1/2 of the Northwest 1/4; thence continuing Northwesterly on a curved line convex to the Southwest and tangent to the last described course, having a radius of 299.57 Feet an arc distance of 199.52 Feet to a point which is 103.84 Feet East of said West line of the East 1/2 of the Northwest 1/4, thence Northwesterly tangent to the last described curve, a distance of 175 Feet to a point which is 83 Feet East of said West line of the East 1/2 of the Northwest 1/4; thence Northerly on a line 83 Feet East of and parallel with said West line a distance of 1316.82 Feet more or less to a point on the North line of said Northwest 1/4; thence East along said North line a distance of 250 Feet to the place of beginning, (except therefrom that part thereof which lies South of the North line of the South 1040 Feet, and North of the South line of the North 1358 Feet of said East 1/2 of the Northwest 1/4 of Section 10), all in Cook County, Illinois commonly known as 4900 South Kilbourn Avenue, Chicago, Illinois. P.I.N. #19-10-104-028-0000

for the care and management of said premises, including taxes, insurance assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter.

This assignment of rents is executed by AFFILIATED BANK/WESTERN NATIONAL, 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 AFFILIATED BANK/WESTERN NATIONAL hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said

AFFILIATED BANK/WESTERN NATIONAL, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as

AFFILIATED BANK/WESTERN NATIONAL, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AFFILIATED BANK/WESTERN NATIONAL

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 30th day of March, A. D. 1988

AFFILIATED BANK/WESTERN NATIONAL  
As Trustee as aforesaid and not personally

ATTEST Rosemarie J. Baran By Carol Ann Weber  
Asst. Secretary (Rosemarie J. Baran) Vice President Carol Ann Weber

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UNOFFICIAL COPY

Assignment of Rents

Box

TO

Loan No.

88132068

Wm. Ko

Affiliated Bank (BANK) Building Services

P.O. Box 98

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88132068

1988 MAR 31 PM 3:19

COOK COUNTY, ILLINOIS  
FILED FOR REC'D

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STATE OF ILLINOIS  
COUNTY OF Cook } ss.

I, Dolores Para, a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY THAT Carol Ann Weber Vice  
Affiliated Bank/Western National President of,  
Rosemarie J. Baran, Assst. 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 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 corporation, as Trustee as aforesaid  
for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he,  
as custodian of the corporate seal of said corporation, did affix said seal to said instrument as above shown free and voluntary  
act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth  
GIVEN under my hand and Notarial Seal this 30th day of March, A. D. 1988.

OFFICIAL SEAL  
DOLORES PARA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES NOV. 16, 1991

*[Signature]*  
Notary Public

Property of Cook County Clerk's Office

ATTEST: *[Signature]* By *[Signature]* Vice President Carol Ann Weber

As printed in forward and not personally AFFILIATED BANK/WESTERN NATIONAL

Affiliated Bank/Western National, a D. 30 88  
its corporate seal to be hereunto affixed and attested by its Secretary, this 30th day of

IN WITNESS WHEREOF, AFFILIATED BANK/WESTERN NATIONAL  
Trustee (and said AFFILIATED BANK/WESTERN NATIONAL) hereby

not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such  
warrant that it possesses full power and authority to execute (this instrument) and it is expressly understood and agreed that

nothing herein or in said note contained shall be construed as creating any liability on the said  
Trustee assigned or as the Association or its successors, personally or impliedly, for the payment hereof, by the

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SEE REAR ATTACHED HERETO AND MADE A PART HEREOF

71-54-311 (02)

86-020-89

# UNOFFICIAL COPY

STATE OF ILLINOIS  
COUNTY OF Cook SS.

I, Dolores Para, a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, THAT Carol Ann Weber Vice President of Affiliated Bank/Western National

Rosemarie J. Baran, ABRE, 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 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 corporation, as Trustees as aforesaid for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix said seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal this 30th day of March, A. D. 19 88

OFFICIAL SEAL  
DOLORES PARA  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. NOV. 16, 1991

*Dolores Para*  
Notary Public

My Commission Expires

Property of Cook County Clerk's Office

88132068

COOK COUNTY CLERK'S  
FILED FOR RECORD  
MAR 31 PM 3:19

88132068

Box

Assignment of Rents

TO

Loan No.

88132068

MM160:  
AFFILIATED BANK BASIN Lending Services Inc.  
P.O. Box 98  
Morton Grove, IL 60053

1/4, thence Northerly to a point which is 83 Feet East of said West line of the parcel... thence Northerly on a line 83 Feet East of and parallel with said West line a distance of 1316.82 Feet more or less to a point on the North line of said Northwest 1/4; thence East along said North line a distance of 250 Feet to the place of beginning, (except therefrom that part thereof which lies South of the North line of the South 1040 Feet, and North of the South line of the North 1358 Feet of said East 1/2 of the Northwest 1/4 of Section 10), all in Cook County, Illinois commonly known as 4900 South Kilbourn Avenue, Chicago, Illinois. P.I.N. #19-10-104-028-0000