

UNOFFICIAL COPY 88155840

ASSIGNMENT OF RENTS

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
NOW ALL MEN BY THESE PRESENTS, that FIRST NATIONAL BANK OF DES PLAINES, a corporation organized and existing as a national banking association 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 18, 1971

and known as trust number 22-75518-00-5 in order to secure an indebtedness of THREE HUNDRED FIFTY THOUSAND AND NO/100 Dollars (\$ 350,000.00), executed a mortgage of even date herewith, mortgaging to FIRST NATIONAL BANK OF DES PLAINES the real estate described in schedule A hereinafter following:

LOTS 7 AND 8 IN PALMAUKEE INDUSTRIAL PARK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 2211 S. Foster, Wheeling, Illinois 60090

P.I.N. 03-23-407-007 (Lot 7) and 03-23-407-008 (Lot 8) K

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COOK COUNTY RECORDER

and, whereas, said Association is the holder of said mortgage and the note secured thereby:

NOW THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporate trustee hereby assigns, transfers, and sets over unto said Association, hereinafter referred to as the Association, and its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Association and especially those certain leases and agreements now existing upon the property hereinabove described.

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The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Association to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Association shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses 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

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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 said corporation 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 it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said corporation, 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 said corporation, 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, the undersigned corporation, not personally but as Trustee as aforesaid has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Vice President/Cashier, this 18 day of

FEBRUARY, A.D., 19 88.

American National Bank and Trust Company of Chicago

ATTEST:

~~FIRST NATIONAL BANK OF DES PLAINES~~
As Trustee as aforesaid and not personally



Assistant Vice President/Cashier

By 

Assistant Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee, as aforesaid. All the covenants and conditions herein contained are intended to be construed as covenants and conditions of the mortgage or deed of trust, and not as a separate and independent contract, and shall be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by virtue of any of the covenants, statements, representations or warranties contained in this instrument.

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Vice President/Cashier of said Corporation, 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

American National Bank and Trust Company of Chicago

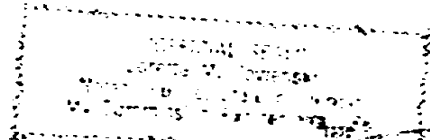
GIVEN under my hand and Notarial Seal, this _____ day of _____, A.D., 19____.

FEB 29 1988



Notary Public

"This instrument prepared by"
Robert G. Santangelo
First National Bank of Des Plaines
701 Lee Street
Des Plaines, Illinois 60016



After Recording Return to:
Robert G. Santangelo

FIRST NATIONAL BANK OF DES PLAINES
701 LEE STREET
DES PLAINES, ILLINOIS 60016

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