

88176644

88022331

This document is being re-recorded to reflect the legal description as contained in Plat of Subdivision subsequently recorded on January 15, 1988 as document 88024737.

UNOFFICIAL COPY

McCarthy, Duffy, Neidhart & Snaikard
180 N. LaSalle St., Suite 1400
Chicago, Ill. 60601

PREPARED BY AND MAIL TO:

Borrower hereby authorizes and empowers Lender to collect any and all rents as they become due, and to take such measures, legal or equitable as may be necessary to enforce collection, and hereby directs each and all of the Lessees of the Premises or any part thereof, to pay any such rents as may now be due or shall hereafter become due to Lender upon demand by Lender or shall be due to Lender upon such demand without further inquiry, and Mortgage, after the notice herein required. Lessees shall pay the Rents to Lender without further inquiry, and payment to Lender shall be a full defense by any such Lessee to any claim for said Rents by Borrower, regardless of any defense or counterclaim Borrower might have against Lender. Until such demand is made, Borrower is authorized to collect the Rents; provided, however, Borrower shall not collect any Rents more than one month in advance without the written consent of Lender, except for customary deposits as security for the performance of the Lessees thereunder (herein the advanced payment of the final month's Rent under a lease if the same be intended as, or in lieu of, a security deposit shall be considered a security deposit).

This Assignment shall be in full force and effect until the Debts shall have been fully paid and satisfied.

NOW, THEREFORE, in consideration of the loan referred to above, Borrower hereby grants, transfers and assigns unto Lender all the right, title and interest of Borrower in and to all of the easements, rents, issues, profits, revenues, royalties, rights and benefits (herein collectively called "Rents") of and from the Premises, and to that end Borrower hereby transfers and assigns unto Lender all leases of all or part of the Premises, now existing or hereafter made, executed or delivered, whether oral or written together with any and all renewals, extensions and modifications thereof and any guarantees of the Lessees' obligations under any thereof (all of said Leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as the "Leases"), for the purpose of securing the payment of the Note, the Mortgage, or this Assignment, however and whenever incurred, whether direct or indirect, absolute or contingent, due or to become due, including any and all extensions, modifications or renewals of the Note, the Mortgage or this Assignment, or any debt or liability arising thereunder (herein collectively called the "Debts").

WHEREAS, as a condition to making the loan evidenced by the Note, Lender has required this Assignment as additional security.

WHEREAS, Borrower is justly indebted to Lender and in evidence of such debt has executed and delivered to Lender a Note in the principal amount of \$600,000.00 secured by a construction Mortgage of even date herewith covering real estate in Cook County, Illinois, and related fixtures, equipment and personal property (hereinafter referred to as "Premises") described in Exhibit A attached hereto and by this reference made a part hereof; and

M I N I S T E R

This Indenture made this 29th day of December, 1987, by and between Avenue National Bank and Trust Company of Oak Park, a State Banking Association, existing under the laws of the State of Illinois and duly authorized to accept and execute trusts in the State of Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in Trust as duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated June 12, 1987, and known as Trust No. 4878, (hereinafter referred to as "Borrower") and Northwest National Bank, (hereinafter referred to as "Lender").

ASSIGNMENT OF RENTS AND LEASES

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2 OF 5 DOCUMENTS

LAND TITLE COMPANY

L-802354-C8

(NCT)

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180 N. GREEN ST. SUITE 1400
CHICAGO, ILL. 60601

RECEIVED BY THE COURT

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 15th day of January, 2001.

Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 15th day of January, 2001.

Clerk of the Court

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 15th day of January, 2001.

M I L W A R E I L L

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 15th day of January, 2001.

RECEIVED BY THE COURT

Vertical text on the right edge of the page, possibly a date stamp or filing information.

DAVID LEE COMPANY

CHICAGO, ILL.

(HCL)

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My Commission Expires 7/17/88 Notary Public

Given under my hand and seal this 29th day of September, 1987.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Asst. Vice President and Trust Company of Oak Park, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Trust Company of Oak Park, 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 for the uses and purposes therein set forth; and the said Land Trust Officer, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Land Trust Officer's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

STATE OF ILLINOIS)
) SS
) COUNTY OF COOK

Land Trust Officer NORMA J. HAWORTH

ATTEST:
[Signature]
[Signature]
[Signature]

Asst. Vice President WILLIAM E. THIRNEY

Avenue Bank and Trust Company of Oak Park, not personally, but as Trustee aforesaid

IN WITNESS WHEREOF, Avenue Bank and Trust Company of Oak Park, not personally, but as Trustee aforesaid, has caused these presents to be signed by its Asst. Vice President, and its corporate seal to be hereunto affixed and attested by its Land Trust Officer

This instrument is executed by Avenue Bank and Trust Company of Oak Park, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Avenue Bank and Trust Company of Oak Park 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 Avenue Bank and Trust Company of Oak Park to pay the said note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by lender and by every person now or hereafter claiming any right or security hereunder.

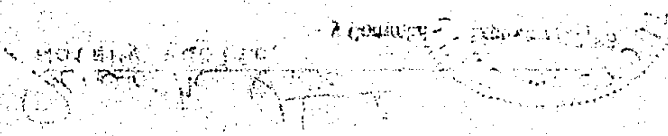
This assignment shall inure to the benefit of lender, as holder of said Note, and to lender's assigns and successors in interest.

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE,
January 1, 1900.

REPORT
OF THE
COMMISSIONERS OF THE
LAND OFFICE,
IN RESPONSE TO A RESOLUTION
PASSED BY THE SENATE
MAY 15, 1899.

COMMISSIONERS OF THE
LAND OFFICE

STATE OF ILLINOIS

1900

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE MAY 15, 1899.

THE LAND OFFICE HAS THE HONOR TO ACKNOWLEDGE THE RECEIPT OF THE REPORT OF THE COMMISSIONERS OF THE LAND OFFICE IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE MAY 15, 1899. THE REPORT IS HEREBY REFERRED TO THE SENATE FOR ITS CONSIDERATION.

RESPECTFULLY,
COMMISSIONERS OF THE LAND OFFICE

RECEIVED
JAN 1 1900

Property of Cook County Clerk's Office

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DEPT-01
143333 TRAN 6641 04/27/88 12:12:00
COOK COUNTY RECORDER
88-176644

DEPT-01
143333 TRAN 6642 01/14/88 14:02:00
COOK COUNTY RECORDER
88-022334

This document is being re-recorded to reflect the legal description as contained in Plat of Subdivision subsequently recorded on January 15, 1988 as document 880224737.

Lot 3 in Countryside Plaza being a subdivision of part of Lot 12 in County Clerk's Division of Section 32, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.
Commonly known as: 777 Milwaukee Avenue
Glenview, IL
PIN: 04-32-401-007

LEGAL DESCRIPTION

EXHIBIT "A"

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LEGAL PURPOSES OR AS EVIDENCE IN COURT.
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COOK COUNTY CLERK'S OFFICE
110 NORTH LAUREL STREET
CHICAGO, ILLINOIS 60602
TEL: 312-603-1000

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