1400

1998 HAY -5 PHASE AND RENT ASSIGNMENT

For	the purpose of further securing the Not	te dated MARCH 28, 1988 made
by AET	'NA BANK \S TRUSTEE UNDER TRUST AGREEMENT	T DATED JANUARY 16, 1973 AND
KNOWN /	AS TRUST NUMBER 10-1670	
payable to	BEARER	in the principal amount of
THREE HUNI	DRED SIXTY EIGHT THOUSAND SEVEN HUNDRED	FIFTY FIVE ANDLYONS 368,755.00
secured by	Trust Deed bearing even date with said	Note, whereby AETNA BANK AS
	INDER TRUST AGREEMENT DATED JANUARY 16, 1	
		conveyed to
LA	AKE V. FW TRUST AND SAVINGS BANK	as Trustee, the following
described r	real estate:	
Parcel 1:	Lot 40 and the East 1/2 of Lot 41 in Fin the Southerst 1/4 of Section 20, To of the Third Principal Meridian, in Co P.I. #14-20-410-017 932 W. Newport,	ownship 40 North, Range 14, East ook County, Illinois.
Parcel 2:	The North 41 feet of Let 16 in Trustee Smith and Dryer's Subdivicion of the No acres in the North East coiner) of Sec 14, East of the Third Principal Meridi P.1 #14-20-229-011 - 3619-21 N. Wilton	orth East Quarter (except 1.28 etion 20, Township 40 North, Range Lan, in Cook County, Illinois.
and in cons	nsideration of the making byLKE_VI	IEW TRUST AND SAVINGS BANK
thereinafte	er called the "Bank"), of the loan evide	inced by said Note, the undersigned

does hereby assign, transfer and set over unto the Cank all the right, title and interest of the undersigned in, to and under all leases of any and every kind now or hereafter existing with respect to said real estate or any part thereof,

together with all rents accrued and to accrue under each and all of said leases and

together with all rents accrued and to accrue under each and all of said leases and all other rents at any time arising out of said real estate; nereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said Note or said Trust Deed or this Assignment, but no instalment of rent shall ever be collected by the undersigned it. Advance of its due date. This Assignment shall remain in full force and effect until all indebtedness secured by said Trust Deed has been paid in full.

The undersigned does further hereby covenant and agree with the bank that until said indebtedness has been paid in full, the undersigned upon the Bank's request will furnish to it true copies of all of said leases and will make, sign and deliver to the Bank such other and additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any time arising out of said real estate.

Until the Bank shall notify the lessee or lessees under said lease or leases and tenant or tenants of said real estate that there has been a default under said Note or said Trust Deed or this Assignment, such lessee or lessees and tenant or tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no instalment of rent shall ever be paid to the undersigned in advance of its due date.

In the event of any default under said Note or said Trust Deed or this Assignment, the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and

RETURN TO RECORDER'S OFFICE BOX NO.

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THIS INSTRUMENT WAS PREPARED AND DRATED BY LAKE VIEW TRUST AND SAVINGS BANK 3201 N. ASHLAND AVENUE DESCASO, ILLINDIS 60657.

CHERIE O'BRIEN

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upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the name(s) of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under said lease or leases, and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, but the Bank shall not be responsible for the performance of any of the covenants of the lesser or lessees in said lease or leases or for the performance of any of the obligations of the landlord nor for the collection of any such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal, or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Trust Deed.

If the Bank shall negotiate or transfer said Note, it may assign all its right, title and interest hereunder to the holder or transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given nereunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

If this instrument is signed by more than one person, all signers shall be jointly and severally 1 able hereunder and the term "the undersigned" shall be taken to refer to each and all the signers.

If this instrument is signed by a Trustee, it shall not be 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 or Notes, the individually or as Trustee aforesaid, personally to pay the said Trustee, and interest that may accrue thereon, or any indebtedness accruing thereunder, or to parform any covenant either expressed or implied herein or in said Notes or Trust Deed contained, all such liability, if any, being expressly waived by the holder of said Note or Notes and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing thereunder shall look solely to the premises above described for the payment thereof, or to the personal liability of any quaranter thereon.

IN WITNESS WHEREOF, AETNA BANK not personally but as Trustee as aforesaid, has caused these presents to be signed by its with resident. its corporate seal to be hereunto affixed and attested by its Trust Officer this 28th 88 . MARCH 19 AETNA BANK AS TRUSTEE AS AFORESAID AND NOT PERSONALLY ABBRARBAHRBAKHREKKAKKAKKAK Assistant Trust Officer ATTEST: KA KARAKAR Loan STATE OF ILLINOIS COUNTY OF Cook I, the undersigned, a Notary Public in and for said County of the State aforesaid, DO HEREBY CERTIFY THAT Mario V. Gotanco Trust was xweet affect of the --, and Paul Langill-Loan Officer xxxxxx Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such with and when and with the re-

said instrument as h <u>is</u> own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 4th day of April
"OFFICIAL SEAL" & MANNA Zun

Notary Public

Hotory Fermi, State Of Illinois

My Commission Day on Sent. 6 Dall

spectively, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to

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