

UNOFFICIAL COPY

Assignment of Rents



DEVON BANK

AS TRUSTEE:

TO

Park National Bank of Chicago



DEVON BANK

6445 NORTH WESTERN AVENUE / HD 5-2500
CHICAGO, ILLINOIS 60645



My Commission Expires November 15, 1908

Notary Public

Catherine Ciolino
A. D. 1908

Witness under my hand and notarial seal, this _____ day of _____, 1908.

Trust Officer of the Devon Bank, and *JANE KULIBABA*
Peter A. Gray
a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that

STATE OF ILLINOIS }
COUNTY OF COOK }
55

CATHERINE CIOLINO

ATTEST *[Signature]*
Trust Officer
Assistant Cashier

As Trustee as aforesaid and not personally.

DEVON BANK

EXCERPTORY RIDER ATTACHED
DEVON BANK

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, at any time or times that shall be deemed fit. and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the note and release of the Trust Dred securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by the Devon Bank, not personally, but as Trustee as aforesaid. It is expressly understood and agreed that nothing herein or in said Trust Deed, principal or interest notes contained, shall be construed as creating any liability on the part of said party or on said Devon Bank personally to pay the said principal notes or any interest thereon, or any indebtedness accruing thereunder, or to perform any covenant or condition expressed or implied therein, all such liability and responsibility, if any, being expressly waived by the party of the second part or by any person now or hereafter claiming any right or interest therein, and that so far as the party of the first part and its successors and said Devon Bank personally are concerned, they provide that it is not intended by the execution of the within instrument that the character of the trust be in any manner changed, altered or amended, either directly or by implication or by inference; it being expressly understood and agreed by anyone having occasion to deal with or under this instrument, that the beneficiary or beneficiaries under the aforesaid Trust Agreement, are entitled to the rents, issue and avails of the trust premises, and in exercising this instrument the Trustee acts with respect thereto for and at the direction and in behalf of the said beneficiary or beneficiaries and not in any manner for or in its own behalf.

IN WITNESS WHEREOF, DEVON BANK, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above written.

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, warranties and agreements of the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the DEYON BANK in Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation covenant, undertaking, warranty or agreement of the said Trustee in this instrument contained, either expressed or implied, or such personal liability, if any, being expressly waived and released. The Trustee takes no personal representations as to nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

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