

UNOFFICIAL COPY

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ASSIGNMENT OF RENTS

August 9 1988
Chicago, Illinois

KNOW ALL MEN BY THESE PRESENTS, that LaSalle National Bank

, organized and existing under the laws of Illinois, 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 July 20, 1988, and known as Trust Number 113359 in order to secure an indebtedness of Thirty One Thousand Five Hundred and no/100 (\$31,500.00)

Dollars, executed a mortgage of even date herewith, hereinafter referred to as the "Mortgage", mortgaging to Uptown National Bank of Chicago, a national banking association, hereinafter referred to as the "Bank"; the real estate as described as follows, in Cook County, Illinois:

See attached legal description

7149805
3086412

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 AUG 15 PM 12: 59

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Property of Cook County, Illinois

and commonly known as Lot 6/era Subdivision Three, Evanston, Illinois and with permanent index number 10-23-206-020-0000 / 10-24-300-031-0000 and whereas, said Bank 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 Bank, and/or 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 Bank 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 Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and does hereby authorize the Bank 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 name of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in or about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Bank may do.

It is understood and agreed that the said Bank 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 Bank, 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 Bank will not exercise its rights under this Agreement until after default in any payment secured by the Mortgage or after a breach of any of its covenants.

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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate, and a release, in recordable form, will be given by the Bank.

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Bank 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 said corporation 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 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 guarantors.

IN WITNESS WHEREOF, the undersigned Bank, not personally, but as Trustee 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 ~~_____~~ on the date first above written.

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(Corporate Seal)

LaSalle National Bank
Not personally, but as Trustee under the Trust Agreement
dated July 20, 1988, and
known as Trust Number 113359

By: [Signature]
Assistant Vice President — ~~Trust Officer~~

ATTEST:
By: [Signature]
Assistant Secretary — ~~Trust Officer~~

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

*Assistant

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named ~~Vice President-Trust Officer~~ and Assistant Secretary ~~Trust Officer~~ of the LaSalle National Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Vice President-Trust Officer~~ and Assistant Secretary ~~Trust Officer~~ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said Company for the uses and purposes therein set forth; and said Assistant Secretary ~~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 Assistant Secretary ~~Trust Officer~~'s own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein as set forth.

GIVEN under my hand and Notarial Seal this 24 day of August, A.D. 1988

[Signature]
Notary Public

My Commission Expires: 8-9-89

BOX 333 - GG

(SEAL)

This document prepared by: [Signature] and mail to:
Philip N. Collins Uptown National Bank of Chicago
4753 N. Broadway
Chicago, IL 60640

COOK County Clerk's Office

88368346

—Return to Recorder's Box No. 192—

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 34; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST 1563.60 FEET ON THE WEST LINE OF THE SAID SECTION 24, TO THE TRUE POINT OF BEGINNING; THENCE NORTH 66 DEGREES 13 MINUTES 02 SECONDS EAST 33.46 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 13 SECONDS WEST 225.88 FEET; THENCE SOUTH 13 DEGREES 36 MINUTES 32 SECONDS EAST 11.59 FEET; THENCE SOUTH 02 DEGREES 49 MINUTES 28 SECONDS WEST 143.34 FEET; THENCE SOUTH 11 DEGREES 48 MINUTES 34 SECONDS WEST 382.55 FEET; THENCE SOUTH 24 DEGREES 20 MINUTES 48 SECONDS WEST 247.86 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF OAKTON STREET; THENCE NORTH 89 DEGREES 05 MINUTES 32 SECONDS WEST 32.70 FEET ON THE NORTHERLY RIGHT OF WAY LINE OF OAKTON STREET TO THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY; THENCE NORTH 24 DEGREES 20 MINUTES 48 SECONDS EAST 339.35 FEET ON THE SAID WESTERLY RIGHT OF WAY LINE TO THE WEST LINE OF THE SAID SECTION 24; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST 109.43 FEET ON THE WEST LINE OF THE SAID SECTION 24; THENCE NORTH 11 DEGREES 48 MINUTES 34 SECONDS EAST 189.05 FEET; THENCE NORTH 02 DEGREES 43 MINUTES 28 SECONDS EAST 136.66 FEET; THENCE NORTH 13 DEGREES 36 MINUTES 32 SECONDS WEST 111.52 FEET TO THE WEST LINE OF SAID SECTION 24; THENCE NORTH 02 DEGREES 28 MINUTES 13 SECONDS EAST 215.32 FEET ON THE WEST LINE OF THE SAID SECTION 24 TO THE TRUE POINT OF BEGINNING ALL BEING SITUATED IN COOK COUNTY, ILLINOIS.

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 24, AND THE SOUTH EAST 1/4 OF SECTION 23, ALL IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

A NON-EXCLUSIVE EASEMENT FOR DRIVEWAY PURPOSES AS RESERVED IN DEED BY CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY TO ALEXANDER A. ZERA, JR. AND PHILIP V. ZERA BY DEED RECORDED AS DOCUMENT 25384528, AND AS CONTAINED AND CONVEYED IN DEED RECORDED AS DOCUMENT 85308825 OVER THE FOLLOWING DESCRIBED LAND:

85308825

LOT 6 IN ZERA SUBDIVISION 3 BEING A SUBDIVISION OF PARTS OF THE SOUTH WEST 1/4 OF SECTION 24 AND THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1:

PARCEL 2:

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