

ASSIGNMENT OF RENTS

Perez 71-58-68572
(5)

Know all men by these presents, that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Bank Association, not personally but as Trustee under the Provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated August 09, 1989 and known as Trust No. 109-144-06 in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto American National Bank of Melrose Park

its successors and assigns, all the rents, issues and profits now due and which may hereafter become due, under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the uses or occupancy of any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinafter of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

LOT 2 IN T AND C COMMERCIAL, UNIT NO. 3, BEING A RESUBDIVISION OF LOT 2 IN T AND C COMMERCIAL, UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF SCHAUMBURG, IN COOK COUNTY, ILLINOIS EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 2; THENCE SOUTHWARD ALONG THE EAST LINE OF SAID LOT 2, SOUTH 3 DEGREES 00 MINUTES 15 SECONDS EAST, A DISTANCE OF 243.28 FEET TO THE SOUTH EAST CORNER OF SAID LOT 2; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID LOT 2, SOUTH 86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 164.76 FEET; THENCE NORTHWARD ALONG A LINE OF SAID LOT 2, NORTH 00 DEGREES 40 MINUTES 44 SECONDS EAST, A DISTANCE OF 299.78 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 2, BEING THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE EASTWARD ALONG THE SAID NORTHERLY LINE, SOUTH 71 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 155.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.**

and does authorize irrevocably the above mentioned American National Bank of Melrose Park in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said American National Bank of Melrose Park

or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for \$375,000.00 dollars secured by a Mortgage or Trust Deed dated the 22nd day of August, 1989, conveying and mortgaging the real estate and premises hereinabove described to American National Bank of Melrose Park and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

This assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained.

**Legal Description continues in Exhibit "A" attached hereto.

Commonly known as: 911 W. Higgins Rd., Schaumburg, Il.

PIN 07-09-301+023-0000

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COOK COUNTY, ILLINOIS
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UNOFFICIAL COPY

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This Assignment of Rents is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that AMERICAN BANK AND TRUST COMPANY OF CHICAGO, individually, or as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the contrary.

dated at Chicago, Illinois, this 22nd day of August, 19 89 . A.D.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee as aforesaid.

BY: [Signature]
VICE PRESIDENT

ATTEST:

[Signature]
TRUST OFFICER

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State of Illinois)
) SS.
County of Cook)
) L. M. SOVIENSKI

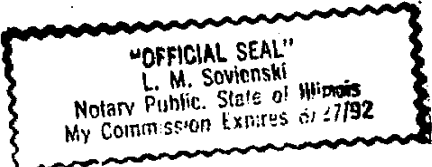
I, _____ a Notary Public, in and for said County in the State aforesaid, do hereby certify that Peter H. Johansen, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and _____, Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that she, as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as her own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of AUG 24 1989, 19 _____ A.D.

[Signature]
Notary Public

My Commission expires: _____

FORM 2301



BOX 333 - TH

Prepared by and mail to:
Ron Rochester
American National Bank of Melrose Park
4159 Old River Road
Schiller Park, Illinois 60176

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EXHIBIT "A"

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS RESERVED IN DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NUMBER 31018 TO AMERICAN MOTORS SALES CORPORATION DATED AUGUST 18, 1972 AND RECORDED AUGUST 25, 1972 AS DOCUMENT 22028696 OVER THE FOLLOWING DESCRIBED AREA TO WIT:

COMMENCING AT THE INTERSECTION AT THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 210 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 A DISTANCE OF 125.00 FEET; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE A DISTANCE OF 100 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 A DISTANCE OF 25.00 FEET; THENCE WESTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 57 FEET; THENCE NORTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10, A DISTANCE OF 87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD, A DISTANCE OF 45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PLACEMENT, INSTALLATION, CONSTRUCTION, AND OPERATION OF A SIGN AS RESERVED IN DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 1, 1964 AND KNOWN AS TRUST NUMBER 31018 TO AMERICAN MOTORS SALES CORPORATION DATED AUGUST 18, 1972 AND RECORDED AUGUST 25, 1972 AS DOCUMENT 2202869 OVER THE FOLLOWING DESCRIBED AREA TO WIT:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 255 FEET TO A POINT OF BEGINNING; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 A DISTANCE OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD A DISTANCE OF 25.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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