

Prepared By: O. R. Press, Chicago  
Charlotte E. Grant  
1700 Milwaukee - Glenview, IL  
89419756

### ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas American National Bank and Trust Company of Chicago a corporation organized and existing under the laws of the United States of America

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 August 21, 1989, and known as trust number 109074-00, in order to secure an indebtedness of Two Hundred Ninety-One Thousand Five Hundred and no/100-Dollars (\$ 291,500) executed a mortgage of even date herewith, mortgaging to

HOWARD SAVINGS AND LOAN ASSOCIATION

the following described real estate: See Attached for Legal Description:

ADDRESS OF PROPERTY: 132 East Delaware - Unit 5403 - Chicago, Illinois 60611  
PERMANENT TAX ID NO: See attached

HOWARD SAVINGS AND LOAN ASSOCIATION

and, whereas, said mortgage and the note secured thereby is the holder of

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned

HOWARD SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Association, 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 of any part of the premises between described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association

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 avals hereunder unto the Association and especially those certain leases and agreements now existing upon the property heretofore described.

The undersigned, do hereby irrevocably appoint the said Association to let and re-let said premises or any management of said property, and do hereby authorize the Association 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 names of the undersigned, as it may consider expedient, and to make such repairs and improvements as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Association 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 Association, 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 leases and premises and collecting rents and the expense for such attorney, agents and servants as may reasonably be necessary.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants. It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon said 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise hereafter.

This assignment of rents is executed by American National Bank and Trust Company of Chicago not personally but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago 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 part of American National Bank and Trust Company of Chicago

Trustee assigned personally to pay the said note or any interest thereon, or any indebtedness accruing heretofore 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 of security hereunder, and that so far as American National Bank and Trust Company of Chicago

Trustee assigned, or its successors, personally are concerned, the legal holder 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 Trustee, if any.

IN WITNESS WHEREOF

American National Bank and Trust Company of Chicago

not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and

its corporate seal to be hereunto affixed and attested by its Secretary, this 23<sup>rd</sup> day of August, A. D. 1989

American National Bank and Trust Company of Chicago

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STATE OF ILLINOIS }  
COUNTY OF Cook } SS.

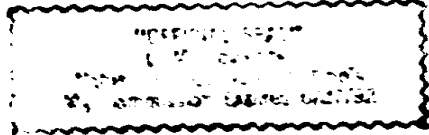
I, L. M. SOVIENSKI, a Notary Public, in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY, THAT Suzanne Goldstein Baker President of

and  
Claire Rosa Fajal Secretary of said corporation, who are personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such President, and  
Secretary, 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  
corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the  
said Secretary then and there acknowledged that du as custodian of the corporate seal  
of said corporation, did affix said seal to said instrument as du own free and voluntary act and as the  
free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth

GIVEN under my hand and Notarial Seal, this AUG 23 1989 day of August, A. D. 1989

L. M. Sovienksi  
Notary Public

My Commission Expires .....



8926768

DEPT-01 RECORDING \$13.06  
190000 TRAM 4738 09/07/89 10151100  
\$1313 + C \* 89-419786  
COOK COUNTY RECORDER

89-419786

Box  
**Assignment of Rents**

American National Bank's Trust  
Company of Chicago Trust  
No. 10907400 (Partell's K. T. J. 1989)  
TO  
Howard Savings & Loan Association

Loan No. 10-16-001847-0 - 13.

Box 15  
HOWARD SAVINGS & LOAN ASSN.  
1700 MILWAUKEE AVE.  
GLENVIEW, ILLINOIS 60025

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NOTE: Part of Lot 3 is not yet being assessed.

| Parcel   | Permanent Tax Numbers     | Volume |
|--|---------------------------|--------|
| PARCEL ONE:  | 17-03-212-004             | 496    |
| Unit No. 5403 in 132 East Delaware Place Condominium as delineated on a plat of survey of the following described real estate: | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-212-003             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-212-001             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-212-002             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-211-002             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-211-006             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-211-007             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-211-009             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-211-005             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-211-016             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-211-017             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-211-015             |        |
|  | Affects Lots 1 and 4 to 7 |        |
|  | 17-03-210-016             |        |
|  | Affects Lot 2             |        |
|  | 17-03-210-013             |        |
|  | Affects Lot 2             |        |
|  | 17-03-210-011             |        |
|  | Affects Lot 2             |        |
|  | 17-03-210-012             |        |
|  | Affects Lot 2             |        |
|  | 17-03-210-006             |        |
|  | Affects Lot 2             |        |
|  | 17-03-210-009             |        |
|  | Affects Lots 2 and 3      |        |
|  | 17-03-211-021             |        |
|  | Affects part of Lot 3     |        |

Perpetual Easements for the benefit of Parcel 1 as declared and created by Article II of the Declaration of Covenants, Conditions, Restrictions and Easements made by La Salle National Bank, Trust No. 107701, and La Salle National Bank, Trust No. 113495, dated as of April 20, 1989 and recorded May 9, 1989 as Document No. 89-208,434, said easements being over Lots 1 to 3 and 5 to 7 in 900 North Michigan, a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208,433.

PARCEL TWO:

which survey is attached as Exhibit "A" to the Declaration of Condominium Ownership recorded June 30, 1989 as Document No. 89-301,306 together with said Unit's undivided percentage interest in the common elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time.

Lot 4 in 900 North Michigan, a Resubdivision of the land, property and space of part of Block 13 and the accretions thereto in Canal Trustees' Subdivision of the South Fractional Quarter of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded May 9, 1989 as Document No. 89-208,433.

Unit No. 5403 in 132 East Delaware Place Condominium as delineated on a plat of survey of the following described real estate:

89419786

7.7. 2/2/85 3 4 3 400

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Property of Cook County Clerk's Office