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COOK COUNTY, ILLINOIS

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UNOFFICIAL COPY

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13.00

ASSIGNMENT OF RENTS

Know all men by these presents, that CAPITOL BANK AND TRUST, an Illinois Banking Corporation, 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 April 5, 1989 and known as Trust No. 1752 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 CAPITOL BANK AND TRUST 4801 W. Fullerton Avenue, Chicago, Illinois 60639

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 hereinunder 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:

Parcel 1: Lot 6 in Block 11 in Wright's Addition to Chicago of the South East 1/4 of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 12 in J. A. Yale's Resubdivision of Lots 3, 4, 5, 7, 8, 10, 11 and the North 10 feet of Lot 14 in Block 11 in Wright's Addition to Chicago in the East 1/2 of the South East 1/4 of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3: see legal attached  
PIN #17-05-424-004-0000 - 17-05-424-003-0000  
Property Address: 821-23 N. Lessing, Chicago, Illinois



and does authorize irrevocably the above mentioned CAPITOL BANK AND TRUST 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 CAPITOL BANK AND TRUST

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 \$250,000.00 dollars secured by a Mortgage or Trust Deed dated the 28th day of August, 1989, conveying and mortgaging the real estate and premises hereinabove described to Chicago Title and Trust Company 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.

MAIL TO:  
CAPITOL BANK AND TRUST  
4801 W. Fullerton Avenue  
Chicago, Illinois 60639

Attention: Marge Campanella  
Box 335

THIS DOCUMENT WAS PREPARED BY: MARGE CAMPANELLA, 4801 W. Fullerton Avenue, Chicago, Illinois 60639

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PARCEL 3:

EASEMENT IN FAVOR OF PARCEL AFORESAID RELATING TO THE ENCROACHMENT, IF ANY, OF THE PARTY WALL ONTO LOT 13, IN BLOCK 11 IN J. A. YALE'S RESUBDIVISION OF LOTS 8, 9 AND 12 IN BLOCK 8; LOTS 1 TO 12, BOTH INCLUSIVE, AND THE NORTH 10 FEET LOTS 13 AND 14 IN BLOCK 9; LOTS 2, 3, 6, 7, 10, 11, 12 AND THE NORTH 10 FEET OF LOTS 13 AND 14 OF BLOCK 10; LOTS 3, 4, 5, 7, 8, 10, 11 AND THE NORTH 10 FEET OF LOT 14 IN BLOCK 11; LOTS 10 TO 12, BOTH INCLUSIVE, AND THE NORTH 10 FEET OF LOTS 13 AND 14 IN BLOCK 12, ALL IN WRIGHT'S ADDITION TO CHICAGO OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS CREATED BY PARTY WALL AGREEMENT MADE BY AND BETWEEN CAPITOL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 906 AND CAPITOL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBER 1732, RECORDED APRIL 26, 1989 AS DOCUMENT 89183241.

Property of Cook County Clerk's Office

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