

# UNOFFICIAL COPY

89430535

## 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 February 5, 1988 and known as Trust No. 1456 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

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 hereunder 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:

DEPT-01 \$13.25  
T#7777 TRAN 3211 09/13/89 12:13:00  
#5777 # F \* -89-430535  
COOK COUNTY RECORDER

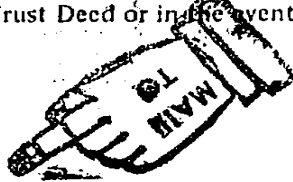
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and does authorize irrevocably the above mentioned CAPITOL BANK AND TRUST in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each 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 \$375,000.00 dollars secured by a Mortgage or Trust Deed dated the 9th day of September, 1989, conveying and mortgaging the real estate and premises hereinabove described to Chicago Title and Trust 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

89-430535

Attention: Marge Campanella

Property Address: 911 E. Touhy  
Des Plaines, IL

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

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This Assignment of Rents is executed by CAPITOL BANK AND TRUST 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 CAPITOL BANK AND TRUST, 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 9th day of September, 1989 A.D.

CAPITOL BANK AND TRUST,  
not individually but solely as Trustee as aforesaid.

BY: John E. Houlihan  
Vice President and Trust Officer

ATTEST:

Sharon K. Crowley  
ASSISTANT TRUST OFFICER

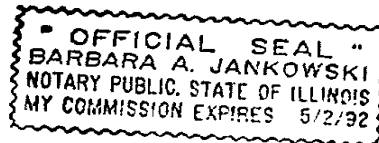
State of Illinois )  
County of COOK ) SS.

I, Barbara A. Jankowski, a Notary Public, in and for said County in the State aforesaid, do hereby certify that John E. Houlihan Sr., Vice President and Trust Officer of CAPITOL BANK AND TRUST, and Sharon K. Crowley, Assistant 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 and Assistant 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 Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer 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 9th day of September, 1989 A.D.

Barbara A. Jankowski  
Notary Public

My Commission expires: May 2, 1992



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## EXHIBIT A

### Legal Description

The West 120 feet measured at right angles to the West line thereof of that part of the East One-third (1/3rd) of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of Section 32, Township 41 North, Range 12, East of the Third Principal Meridian lying North of the following described line; Beginning at a point on the East line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 32, said point being 453.3 feet South of a cross in the pavement at the Northeast corner of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 32; thence Northwesterly 470.4 feet along a line making an angle from North to Northwest of 70 degrees, 10 minutes with the East line of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 32, to the West line of the East One-third (1/3rd) of the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Section 32 (excepting from said Tract of Land that part thereof lying North of a line Fifty (50) feet South, measured at right angles, of the North line of said Section 32).

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