

# UNOFFICIAL COPY

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ASSIGNMENT OF RENTS

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, NOT

Know all men by these presents, that

PERSONALLY, BUT AS TRUSTEE U/T/A DATED SEPTEMBER 6, 1989 AND KNOWN AS TRUST #109020-05 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 SOUTH SHORE BANK, 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:

THE SOUTH HALF (1/2) OF LOT FOURTY-SIX (46) IN DIVISION TWO IN WESTFALL'S SUBDIVISION OF TWO HUNDRED EIGHT (208) ACRES AND THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) AND THE SOUTHEAST FRACTIONAL QUARTER (1/4) OF SECTION THIRTY (30) TOWNSHIP 38 NORTH, RANGE FIFTEEN (15) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS PERMANENT TAX I.D. # 21-30-329-027 COMMONLY KNOWN AS 7846 S. SAGINAW, CHICAGO, ILLINOIS

12.00

and does authorize irrevocably the above mentioned SOUTH SHORE BANK 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 SOUTH SHORE BANK, 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 (\$138,800.00) ONE HUNDRED THIRTY EIGHT THOUSAND EIGHT HUNDRED AND 00/100 Dollars secured by a Mortgage or Trust Deed dated the 20TH day of SEPTEMBER, 19 89, 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.

IN WITNESS WHEREOF I/WE have hereunto set MY/OUR Hand and Seal at Chicago, Illinois, this 20th day of September 1989.

American National Bank And Trust Company of Chicago

NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE UNDER TRUST NO. 109020-05

(SEAL) by

(SEAL)

VICE PRESIDENT

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This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power hereto before conferred upon and vested in it as such Trustee. It is expressly agreed that the undersigned, individually, jointly, or in any combination thereof, shall not be held liable for the payment of the principal sum or interest thereon or for the performance of any of the covenants, conditions, or agreements contained herein, and the liability or personal responsibility is assumed by the grantor, and he is released and discharged from all liability, responsibility, or obligation, in law or equity, for the performance of any of the covenants, conditions, or agreements contained herein, and the liability, responsibility, or obligation, in law or equity, for the performance of any of the covenants, conditions, or agreements contained herein, shall be assumed by the grantor, and he is released and discharged from all liability, responsibility, or obligation, in law or equity, for the performance of any of the covenants, conditions, or agreements contained herein.

