

It is understood and agreed that the Assignee may use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Assignee, due or to become due, or that may hereafter be contracted with regard to the loan evidenced by the Note of even

The undersigned does hereby irrevocably appoint the Assignee the agent of the undersigned and consent that the Assignee assume the management of said property, and may let and re-let said premises or any part thereof, according to its own reasonable discretion, and bring or defend any suits in connection with said premises in its own name, or in the name of the undersigned, as it may consider reasonably expedient, and make such repairs to the premises as it may deem reasonably proper or advisable, and to do anything in and about said premises that the undersigned might reasonably do, hereby ratifying and confirming anything and everything that the Assignee may do.

It is the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto Assignee, whether such leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Assignee under the power herein granted. The assignment of Rents is subordinate to the Assignment of Rents in favor of Bank of Chicago.

IT IS UNDERSTOOD AND AGREED THAT THE ASSIGNEE WILL NOT EXERCISE ANY OF ITS RIGHTS UNDER THIS ASSIGNMENT UNTIL AFTER DEFAULT UNDER THE TERMS OF THE AFORESAID PROMISSORY NOTE AND SECOND MORTGAGE.

more commonly known as 7213 North Western Avenue, Chicago, Illinois

PERMANENT INDEX NO: 11-30-318-022

LOT 20 (EXCEPT THE NORTH 40 FEET) AND THE NORTH 31 FEET OF LOT 21 (EXCEPT THAT PART OF SAID PREMISES CONVEYED TO THE CITY OF CHICAGO FOR WIDENING NORTH WESTERN AVENUE) IN BLOCK 7 IN CONGDON'S RIDGE ADDITION TO ROGER PARK, BEING A SUBDIVISION OF THE SOUTH 50 ACRES OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, GARFIELD RIDGE TRUST & SAVINGS BANK, of the City of Chicago, County of Cook, and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated September 25, 1989, and known as Trust No. 89-9-6, in consideration of a loan in the amount of sixty thousand and No/100 Dollars (\$60,000.00), evidenced by a Promissory Note and secured by a Second Mortgage, both instruments bearing even date herewith, and other good and valuable consideration, does hereby sell, assign, transfer and set over unto JASON KANG and CATHERINE KANG or their legal representatives, successors or assigns (hereinafter referred to as the "Assignee"), 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 and whether now existing or hereafter executed, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

ASSIGNMENT OF RENTS

39477811

18277811

6 of 6

5/200376

pm

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

89477811

Proposed

BY: Benata A. Stewart Its: Vice President

BY: William A. Stewart Its: Secretary

ATTEST:

GARFIELD RIDGE TRUST & SAVINGS BANK, not personally, but as Trustee as aforesaid

IN WITNESS WHEREOF, GARFIELD RIDGE TRUST & SAVINGS BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Secretary this 10th day of October, 1989.

THIS ASSIGNMENT is executed by the undersigned Trustee, not personally but as Trustee under the terms as aforesaid Trust agreement, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee in its individual corporate capacity, but as covenants, undertakings and agreements of the Trustee acting solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or asserted or enforced against the Trustee in its individual corporate capacity, or against any agent or employee of the said Trustee, on account hereof, or on account of any covenant or undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holders hereof, and all persons claiming by or through or under said parties or holders; and any of said parties or holders shall look solely to the real estate herein described, and all avails, issues and profits thereof or therefrom.

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

date herewith from Assignor to Assignee, and, also, toward the payment of all expenses and the care and management of said premises including taxes, assessments and insurance premiums which may, in its reasonable judgment, be deemed proper and advisable, and the undersigned does hereby ratify and conform all that the Assignee may do by virtue hereof. This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the 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 Assignee shall be fully paid, at which time this assignment shall terminate.

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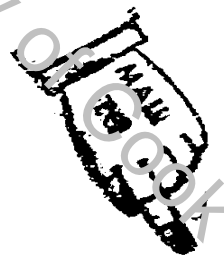
Property of Cook County Clerk's Office

*Handwritten signature*

89477811

89477811

DEPT-01 RECORDING \$13.25  
#2222 TRAM 2868 10/10/89 10:25:00  
#1316 \*89-477811  
COOK COUNTY RECORDER



DAVID M. LOEWENSTEIN  
EVANS, SPSKIN + LOEWENSTEIN, LTD  
180 N. WASKALE ST. SUITE 2401  
CHICAGO, IL 60601

OFFICIAL SEAL -  
CATHERINE A. HUGHES  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4/20/93

PREPARED BY AND MAILED TO:

My Commission Expires: 4/20/93

*Catherine A. Hughes*  
NOTARY PUBLIC

GIVEN under my hand and notarial seal this 6th day of October, 1989.

President and Julie A. Novak, personally known to me to be the Vice Secretary, respectively of GARFIELD RIDGE TRUST & SAVINGS BANK, in which name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the use and purposes therein set forth, and caused the corporate seal of said corporation to be thereto affixed.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Donald A. Stanczyk

STATE OF ILLINOIS  
)SS  
COUNTY OF COOK

# UNOFFICIAL COPY

2018.7

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of July, 2018.

CLERK OF COOK COUNTY