

UNOFFICIAL COPY

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by the Harris Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank, 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 principal or interest notes contained shall be construed as creating any liability on the said first party or on said Harris Trust and Savings Bank personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises therein conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

IN WITNESS WHEREOF, HARRIS TRUST AND 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 Assistant Secretary, the day and year first above written.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 DEC 26 PM 1:44

89013966

HARRIS TRUST AND SAVINGS BANK
As Trustee as aforesaid and not personally.

By Jim Gill Vice-President

ATTEST [Signature] Assistant Secretary

89013966

STATE OF ILLINOIS }
COUNTY OF COOK }

I, DAWN M. LESNIAK
a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that
Herman J. Kole
Vice-President of the HARRIS TRUST AND SAVINGS BANK, and
James J. Perrier Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that they, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd

day of December A. D. 19 89

Dawn M. Lesniak
Notary Public.

"OFFICIAL SEAL"
Notary Public, State of Illinois
Cook County
My Commission Expires 11/13/91

"OFFICIAL SEAL"
Dawn M. Lesniak
Notary Public, State of Illinois
Cook County
My Commission Expires 11/13/91

Box No. _____

Assignment of Rents

HARRIS TRUST AND SAVINGS BANK

as Trustee

TO

MAIL TO: NORTH COMMUNITY BANK
3639 NORTH BROADWAY
CHICAGO, IL 60613

ATTN: LOAN DEPT.

Box 333

HARRIS Trust and Savings BANK
111 WEST MONROE STREET
CHICAGO ILLINOIS, 60650