

# UNOFFICIAL COPY

JOINT

## ASSIGNMENT OF RENTS

89084651

Midwest Bank & Trust Company not personally but Know all men by these presents, that as Trustee under Trust #88-05-5508 and 81-05-363 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 Gary-Wheaton Bank of Downers Grove, 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 use, 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 hereinafter 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:

See Leg EXHIBIT "A"

PARCEL 1:

Parcel 1: LOTS 4, 5, 6, AND 7 (EXCEPT THAT PART OF THE NORTH 18 FEET LYING EAST OF THE WEST 12 FEET OF LOT 7) AND LOT 16 IN THE RICHARDSON INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 30, 1965 IN BOOK 700 OF PLATS, PAGE 26, AS DOCUMENT NUMBER 19669606, IN COOK COUNTY, ILLINOIS.

and does in its own accruing each and for said may be de rents, is portion of said and authc any and assigns, to the pa Bank of I contracts premises, which may

This inst upon a ct Trust Det 19 89 to Gary- and effec which may

This ass: principal breach of

PARCEL 2:

THE NORTH SIXTEEN (16) FEET OF LOT TWELVE (12) AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF (12)  
 LOT ONE (EXCEPT THE EAST FIFTY (50) FEET THEREOF) (1)  
 ALL OF LOT TWO (2)  
 ALL OF LOT THREE (3)

IN BLOCK TWELVE (12) IN WESTCOTT'S TURNER PARK SUBDIVISION BEING THAT PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GRAND AVENUE (EXCEPT THE WEST TEN (10) CHAINS THEREOF).

ALSO

ALL THAT PART OF WEBSTER STREET (NOW VACATED) LYING EAST OF AND ADJOINING LOTS TWO (2) AND THREE (3) IN BLOCK TWELVE (12), LYING SOUTH OF THE NORTH LINE OF SAID LOT TWO (2) PRODUCED EAST THIRTY THREE (33) FEET, LYING WEST OF A LINE THIRTY THREE (33) FEET EAST OF AND PARALLEL TO SAID BLOCK TWELVE (12), AND LYING NORTH OF THE SOUTHERLY LINE OF SAID LOT THREE (3) PRODUCED SOUTHEAST 77, ALL IN WESTCOTT'S TURNER PARK SUBDIVISION, BEING THAT PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GRAND AVENUE (EXCEPT THE WEST TEN (10) CHAINS THEREOF), ACCORDING TO THE ORDINANCE VACATING SAID PART OF WEBSTER STREET RECORDED OCTOBER 1, 1951, AS DOCUMENT NUMBER 15181892, IN BOOK 394 OF PLATS, PAGE 18, IN COOK COUNTY, ILLINOIS.

Prepared by: Violet C. Anton  
 1200 Ogden Ave.  
 Downers Grove, Ill.

Midwest Bank and Trust Company not personally but as trustee under Trust No. 88-05-5508 and No. 81-05-363

*[Handwritten signatures]*  
 Best Vast  
 Attorney

89084651

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*[Handwritten signatures and names]*

Prepared by: Violet C. Anton  
1200 Ogden Ave.  
Downers Grove, Ill.

Midwest Bank and Trust Company not  
personally but as trustee under trust  
No. 89-05-5508 and No. 81-05-353

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.

which may have accrued under said Mortgage or Trust Deed have fully been paid. and effect until said loan and the interest thereon and all other costs and charges to Gary-Wheaton Bank of Downers Grove and this instrument shall remain in full force 19 89 conveying and mortgaging the real estate and premises herein above described to Gary-Wheaton Bank of Downers Grove and this instrument shall remain in full force

Trust Deed dated the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ upon a certain loan for \$ 500,000.00 dollars, secured by a Mortgage or

This instrument is given to secure payment of the principal sum and interest of or which may be in the judgment deemed proper and advisable. including taxes and assessments, and the interest on encumbrances, if any, contracts, and also to the payment of all expenses and the care and management of said Bank of Downers Grove or its agents, due or to become due, or that may hereafter be to the payment of any indebtedness or liability of the undersigned to the Gary-Wheaton assigns, and further, with power to use and apply said avails, rents, issues and profits any and all times hereafter without notice to the grantor herein, its successors and and authority to exercise each and every right, privilege and power herein granted at of said premises to any party or parties, at its discretion, hereby granting full power portion thereof and to fill any and all vacancies, and to rent, lease or let any portion rents, issues and profits, or to secure and maintain possession of said premises or any may be deemed proper or necessary to enforce the payment or the security of such avails, for said premises, and to use such measures, legal or equitable, as in its discretion each and every lease or agreement, written or verbal, existing or to hereafter exist, accruing at any time hereafter, and all now due or that may hereafter become due under in its own name to collect all of said avails, rents, issues, and profits arising or and does authorize irrevocably the above mentioned Gary-Wheaton Bank of Downers Grove

2643 N. Raymond, River Grove, Illinois  
2755 West Lake Street, Melrose Park, Illinois and

COMMONLY KNOWN AS:  
Parcel 1 P.L.# 15-04-404-020; 15-04-404-021; 15-04-404-022; 15-04-404-023;  
Parcel 2 12-26-408-004; 12-26-408-006; 12-26-408-024

See legal description attached to and made a part hereof, as Exhibit A.

1.00) assigns, it becomes due, under any agreement described which may be being such lease especially as follows

Know all things  
81-05-  
in hand  
transfer  
and assign  
due, under  
any agree  
described  
which may  
it being  
such lease  
especially  
as follows

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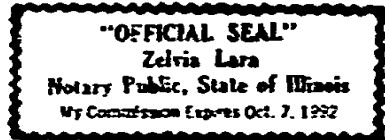
-2-

State of Illinois)  
County of Cook )

I, Zelvia Lara, a Notary Public, in and for said County in the State of aforesaid, do hereby certify that Josephine McClean First and Trust Service & Ketchum Bank and Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Zelvia Lara  
Notary Public

MY COMMISSION EXPIRES: Oct 7 1992



THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN

Assignment of Rents, DATED 2/1/89

EXECUTED BY MIDWEST BANK & TRUST COMPANY, AS TRUSTEE,

U/T/A # 81-05-363 & 88-05-5508

55084551

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank and Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its' own right, but, as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities representation, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

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Property of Cook County Clerk's Office

159 FEB 26 PM 1:32  
CAROL MOORE BY DEPUTY  
REGISTER OF TITLES

3775635

SP  
1361071  
IN DUPLICATE

3775635

3775635

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159 FEB 26 PM 1:32  
CAROL MOORE BY DEPUTY  
REGISTER OF TITLES

DELIVER TO  
F.A.T.I.C.

First American Title Insurance  
Company of the Mid-West  
100 North LaSalle Street Suite 400  
Chicago, Illinois 60602 750-6786