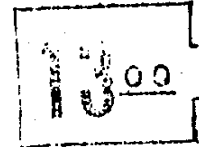


UNOFFICIAL COPY

89119797

ASSIGNMENT OF RENTS



Know all men by these presents, that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Bank Association, 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 May 1, 1987 and known as Trust No. 102604-04 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 North Community 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:

PARCEL 1: UNIT NUMBERS 7, 11 AND 17 IN HUDSON MEWS TOWNHOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: PART OF LOTS 20, 21, 22, 23, 24 AND 25 IN DIVERSEY'S SUBDIVISION OF BLOCK 54 OF CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 88171668 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: EASEMENTS FOR INGRESS, EGRESS, SUPPORT AND UTILITIES FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 26158126, AMENDED BY DOCUMENT NUMBER 88148708 AND 88171667.

PARCEL 3: EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR LIGHT AND AIR, AND FOR PEDESTRIAN INGRESS AND EGRESS AND EMERGENCY VEHICULAR TRAFFIC AS SET FORTH IN DECLARATION RECORDED AS DOCUMENT 25685091.

PARCEL 4: EASEMENT FOR EXCLUSIVE RIGHT TO USE OF PARKING SPACES 2, 5, AND 6 AS DELINEATED ON THE SURVEY ATTACHED AS EXHIBIT IT TO THE DECLARATION RECORDED AS DOCUMENT NUMBER 26158126.

portion of said premises or any portion thereof and to hire and on 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 North Community 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 SIX HUNDRED THOUSAND AND 00/100 dollars secured by a Mortgage or Trust Deed dated the 1st day of March, 1989, conveying and mortgaging the real estate and premises hereinabove described to North Community Bank

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.

Set Attached is hereby expressly made a part thereof

THIS DOCUMENT PREPARED BY NORTH COMMUNITY BANK 3639 N. BROADWAY, CHICAGO, ILL.

Stacie M. Graham

7199-04C
208 2000

Rider Attached is hereby expressly made a part thereof

89119797

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1989 MAR 20 AM 11:00

89119797

PIN 14-33-330-014
P.A. 1632 N. Hudson
Chicago, Ill.

BOX 333-GG

MAIL TO: NORTH COMMUNITY BANK
3639 NORTH BROADWAY
CHICAGO, IL 60613
ATTN: LOAN DEPT.

UNOFFICIAL COPY

-2-

This Assignment of Rents is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 AMERICAN BANK AND TRUST COMPANY OF CHICAGO, 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 15th day of MARCH, 19 89 A.D.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee as aforesaid.

BY: [Signature]
VICE PRESIDENT

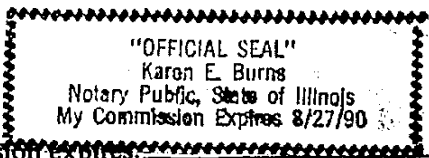
ATTEST:

[Signature]
TRUST OFFICER

State of Illinois)
) SS.
County of Cook)

I, KAREN E. BURNS, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Peter H. Johansen, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and SUZANNE G. BAKER, 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, 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 Trust Officer then and there acknowledged that , as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as 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 15 day of MARCH, 19 89 A.D.



[Signature]
Notary Public

My Commission expires: _____

89119797

UNOFFICIAL COPY

ATTN: LOAN DEPT.
CHICAGO, ILL. 60611
3639 NORTH BROADWAY
NORTH COMMUNITY BANK

MAIL TO:

BOX 333-GG

Chicago, IL
P.A. 1433-N-Hudson
PIN 14-33-330-014

1988 MAR 20 10 00 AM
89119797
BOOK COURT ILLINOIS
FILED IN CHICAGO

THIS DOCUMENT PREPARED BY NORTH COMMUNITY BANK 3639 N. BROADWAY, CHICAGO, ILL.

Tracie M. Hahn

and does authorize irrevocably the above mentioned North Community Bank in its own name to collect all of said avals, 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 avals, 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 the discretion, hereby granting full power and authority to exercise each and every right, privilege and power hereafter 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 avals, rents, issues and profits to the payment of 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 SIX HUNDRED THOUSAND AND 00/100***** dollars secured by a Mortgage or Trust Deed dated the 15th day of March, 1989, conveying and mortgaging the real estate and premises hereinabove described to North Community Bank 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.

26661168

Rider Attached is made a part thereof

PIN: 14-33-330-014

89119797

1300

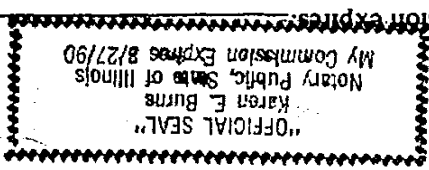
ASSIGNMENT OF RENTS

89119797

89119797

UNOFFICIAL COPY

FORM 2301



Notary Public
Given under my hand and notarial seal, this _____ day of _____, 19 _____ A.D.

Trustee, as aforesaid, for the uses and purposes therein set forth. Instrument as _____ own free and voluntary act and as the free and voluntary act of said Company, as as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that _____ own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for before me this day in person and acknowledged that they signed and delivered the said instrument as their 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, respectively, appeared BANK AND TRUST COMPANY OF CHICAGO, and _____ SUZANNE S. BAKER Vice President of AMERICAN NATIONAL hereby certify that _____ Peter H. Johannes a Notary Public, in and for said County in the State aforesaid, do I, KAREN E. BURNS

State of Illinois)
) SS.
County of Cook)

TRUST OFFICER

ATTEST: _____

VICE PRESIDENT

BY: _____
as Trustee as aforesaid.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely



This Assignment of Rents is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 AMERICAN BANK AND TRUST COMPANY OF CHICAGO, 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 _____ day of _____, 19 _____ A.D.

89119797