



seem judicious, and may insure and reimburse the same and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same and any part thereof, and, after deducting the expenses of conducting the business thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior proper charges on the said real estate and premises of any part thereof including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder the Second Party may apply any and all moneys arising as aforesaid:

- (1) To the payment of interest on the principal and overdue interest on the note or notes secured by said Trust Deed, at the rate therein provided; (2) To the payment of the interest accrued and unpaid in the said note or notes; (3) To the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said Trust Deed above referred to; and (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

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 agents or attorneys, successors, 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 CHICAGO TITLE AND TRUST COMPANY 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 CHICAGO TITLE AND TRUST COMPANY 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 CHICAGO TITLE AND TRUST COMPANY

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 any 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 CHICAGO TITLE AND TRUST COMPANY 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 hereby 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, CHICAGO TITLE AND TRUST COMPANY not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer: Assistant Cashier, the day and year first above written.

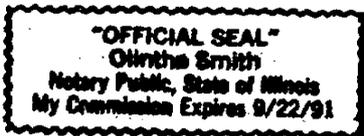
CHICAGO TITLE AND TRUST COMPANY personally.

As Trustee as aforesaid and not

BY: Susan Becker  
Assistant Vice President

WITNESSED: Monica Sanders  
Assistant Trust Officer Assistant Cashier  
ASST. SECRETARY

I, Olintha Smith a Notary Public, Do Hereby Certify, that  
SUSAN BECKER Assistant Vice President of  
CHICAGO TITLE AND TRUST COMPANY, and Monica Sanders ASST. SECRETARY  
Trust Officer Assistant Cashier signed on this 13th day of APRIL, 1989.



Olintha Smith  
NOTARY PUBLIC

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# UNOFFICIAL COPY

UNITS 39A, 39B, 39C AND 39D AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: THAT PART OF THE LOTS 4 TO 7 INCLUSIVE IN BLOCK 1 (EXCEPT THAT PART INCLUDED IN LAKE SHORE DRIVE AS NOW LOCATED), AND THAT PART OF LOTS 1 TO 4 INCLUSIVE IN BLOCK 2 AND THAT PART OF VACATED STONE STREET, LYING BETWEEN BLOCKS 1 AND 2 AFORESAID, ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID LOT 4 IN BLOCK 2 AT A POINT 102 FEET EAST OF THE WESTERLY LINE OF SAID BLOCK 2; THENCE EAST ON THE NORTH LINE OF SAID LOT 4 AND THE NORTH LINE OF SAID LOT 4 EXTENDED EAST APPROXIMATELY 132.25 FEET TO THE WESTERLY LINE OF LAKE SHORE DRIVE; THENCE SOUTHERLY ON THE WESTERLY LINE OF LAKE SHORE DRIVE 163.44 FEET TO THE NORTH LINE OF EAST GOETHE STREET AND THE SOUTH LINE OF BLOCK 1 AFORESAID; THENCE WEST ON THE NORTH LINE OF EAST GOETHE STREET APPROXIMATELY 149.58 FEET TO A POINT 102 FEET EAST OF THE SOUTHWEST CORNER OF LOT 14 IN SAID BLOCK 2; THENCE NORTH ON A LINE PARALLEL TO AND 102 FEET EAST OF THE WESTERLY LINE OF LOTS 14 TO 11 INCLUSIVE IN SAID BLOCK 2 APPROXIMATELY 161.24 FEET TO THE POINT OF BEGINNING, ALL IN H.O. STONE'S SUBDIVISION OF ASTOR'S ADDITION TO CHICAGO IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 45030, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT 22501302 AS AMENDED BY DOCUMENT 22533525, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN SAID DECLARATION, ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1300 N. LAKE SHORE DR.,  
UNITS 39A, 39B, 39C, 39D  
CHICAGO, ILLINOIS.

89179549