

UNOFFICIAL COPY

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.

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 been fully paid. This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for Ninety Three Thousand Seven Hundred and no/100ths secured by a Mortgage or Trust Deed dated the 20th day of April, 1988, conveying and mortgaging the real estate and premises herein- Colonial Bank and Trust Company of Chicago

on encumbrances, if any, which may be in its judgment deemed proper and advisable. 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 of 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 or all 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 avals, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said Colonial Bank and Trust Company of Chicago

and does authorize irrevocably the above-mentioned Colonial Bank and Trust Company of Chicago 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 of 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 or all 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 avals, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said Colonial Bank and Trust Company of Chicago

89200202

Commonly known as: 4447 Keokuk, Chicago, Illinois

PI#13-15-226-021

of the Third Principal Meridian in Cook County, Illinois, a Subdivision in the Northwest 1/4 of Section 15, Township 40 North, Range 13, East Lot 44 in Block 18 in John Miller's Addition to Irving Park said Addition being leases and agreements now existing upon the property described as follows:

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 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 letting of, or any agreement for the uses, or occupancy of any part of the premises hereinafter described, which may have heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereunder 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 avals thereunder unto the grantee herein and especially those certain

and known as Trust No. 154B recorded and delivered to said Company in pursuance of a Trust Agreement dated April 12, 1989 Illinois Corporation, 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 April 12, 1989

ASSIGNMENT OF RENTS

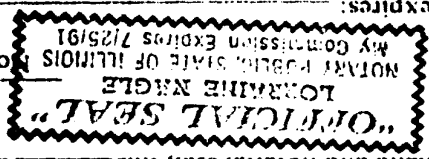
A.T.G.F. BOX 370

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This instrument was prepared by: D. CLOTT, Colonial Bank and Trust Company of Chicago, 5850 W. Belmont (Name and Address) Chicago, Illinois 60634

My Commission expires: \_\_\_\_\_  
Given under my hand and notarial seal, this 20th day of April, 19 89, A.D.



I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Debra L. Ward, Assistant, Trust Officer of COLONIAL BANK AND TRUST COMPANY OF CHICAGO, and James G. Wasson, Jr., Assistant Vice President, ~~Assistant Secretary~~ of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Vice President, 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 she, as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as her 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.

89200202

State of Illinois )  
) SS.  
County of Cook )

ATTEST:  
Assistant  
*[Signature]*  
Trust Officer Vice Pres.

COLONIAL BANK AND TRUST COMPANY  
OF CHICAGO, not individually but solely  
as Trustee as aforesaid.  
*[Signature]*  
Debra L. Ward, Assistant Vice President  
Trust Officer

Dated at Chicago, Illinois, this 20th day of April, 19 89, A.D.

This Assignment of Rents is executed by COLONIAL 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 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 COLONIAL 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 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.

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COOK COUNTY RECORDER