

# UNOFFICIAL COPY

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## ASSIGNMENT OF RENTS

89324014

KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor, NORTHWEST COMMERCE BANK, not personally, but as Trustee under Trust Agreement dated June 28, 1989 and known as Trust No. LT89-037 of Chicago, County of Cook and State of Illinois, in consideration of One Dollar (\$1) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Assignee, KOREA FIRST BANK, 205 North Michigan Avenue Suite 915, of the City of Chicago, County of Cook and State of Illinois, his executors,

SEPT-01 \$12.25  
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 #2592 # A # 89-324014  
 COOK COUNTY RECORDER

administrators and assigns, all the avails, 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 Assignee under 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 Assignee and such rent being payable monthly in advance with respect to the premises described as follows, to-wit:

Lots 39 and 42 in Block 13 in John Miller's Addition to Irving Park, being a subdivision of Lots 2, 3, 4, 5, 6, 16, 17, 18, 19 and 20, part of Lot 21, in Fitch and Mecox Subdivision of the North East quarter of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 4000 W. Montrose Avenue, Chicago, Illinois 60641  
 Permanent Real Estate Index Number 13-15-239-035

89324014

and the Assignor hereby irrevocably appoints the Assignee as his true and lawful attorney to collect all of said avails, 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 the leases or agreements, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in his discretion may be deemed proper or necessary to enforce the payment or the security of such avails, 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 his discretion, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the Assignor to the Assignee, 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 incumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

THIS INSTRUMENT is executed by the NORTHWEST COMMERCE BANK personally but as Trustee as aforesaid in the presence of the parties and authority conferred upon and vested in it as such trustee (and said Trustee, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that no mortgage, security or any said principal note or time shall be constituted as creating any liability on the said First Party or on said Trustee, personally to pay the said principal note, or interest that may accrue thereon, or any indebtedness arising hereunder, or to perform any covenants either express or implied herein contained, or any liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said Trustee, owners of any indebtedness arising hereunder, shall be bound to the payment thereof, by the enforcement of the lien hereby created, in the manner herein and as said principal note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, NORTHWEST COMMERCE BANK, 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 Secretary, the day and year first above written.

NORTHWEST COMMERCE BANK, As Trustee as aforesaid and not personally,  
 By Kathleen J. Harris ASSISTANT VICE PRESIDENT  
 Attest Debbie Wernick ASSISTANT SECRETARY

Corporate Seal

-89-324014

STATE OF ILLINOIS }  
 COUNTY OF COOK } SS.

**"OFFICIAL SEAL"**  
 Sheri O. Drews  
 Notary Public, State of Illinois  
 My Commission Expires 12/3/91

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the NORTHWEST COMMERCE BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Grantor, Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged to me that they signed and executed the said instrument as their own free and voluntary act and as the fact and content thereof are true and correct; and the said Assistant Secretary then and there acknowledged that the corporate seal of said Bank is in his possession and control and that he caused the corporate seal of said Bank to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the fact and content thereof are true and correct; and that the said Bank is the owner and possessor of said premises described therein.

Given under my hand and Notarial Seal this 13th day of July, 19 89  
Sheri O. Drews  
 Notary Public

MAIL TO: KOREA FIRST BANK  
 205 N. Michigan Avenue Suite 915  
 Chicago, Illinois 60601

THIS INSTRUMENT WAS PREPARED BY:  
 KIE-YOUNG SHIM  
 ATTORNEY AT LAW  
 27 W. WASHINGTON ST  
 CHICAGO, IL 60602

A.T.G.F.  
 BOX 370

\$12.00

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OF COOK COUNTY  
ILLINOIS