AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 33 North LaSalle Street Chicago, Illinois 60602 (312) 661-5000

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#### ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MILLER PARKING COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, in consideration of a loan in the amount of THREE MUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000,00) evidenced by a Promissory Note and secured by a Mortgage, both instruments bearing even date herewith, and other good and valuable consideration, does hereby sell assign, transfer and set over to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation organized and existing under the laws of the United States, or to its successors and assigns, (hereinafter referred to as the Mortgagee), all the rents, issues and profits now due and which may hereafter become due under or by virtue of any icase, whether written or verbal and whether now existing or hereafter executed, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

PARCEL 1:

Sub Lot 2 of Lot 4 in Block 14 in the Subdivision by the Trustees of the Illinois and Michigan Caral of Lots and Blocks in Fractional Section 15, Township 39 North, Large 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

PARCEL 2:

Sub Lot of Lot 5 in Block 14 in the Subdivision of the Trustees of Illinois and Michigan Canal and Lots and Blocks in Fractional Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

more commonly known as: 618 South Wabash Avenue, Chicago, Illinois (0605,

IT IS UNDERSTOOD AND AGREED THAT THE MORTGAGEE WILL NOT EXERCISE ANY OF ITS RIGHTS UNDER THIS ASSIGNMENT UNTIL AFTER DEFAULT UNDER THE TERMS OF THE AFORESAID PROMISSORY NOTE AND MORTGAGE.

It is the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the mortgagee, whether such leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted.

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The undersigned does hereby irrevounbly appoint the Mortgagee the agent of the undersigned and consent that the Mortgagee assume the management of said property, and may let and re-let said premises or any part thereof, according to its own discretion, and bring or defend any suits in connection with said premises in its own name, or in the name of the undersigned, as it may consider expedient, and make such repairs to the promises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

it is understood and agreed that the Mortgagee may use and apply said avails, issues and profits toward the payment of any present or future indebtedness of liability of the undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and hapagement of said promises including taxes, assessments and insurance premiums which may in its judgment be deemed proper and advisable, and the undersigned does hereby rutify and confirm all that the Mortgagee may do by virtue hereof. This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a convenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the Mortgagee shall be fully paid, at which time this assignment shall terminate; in no event shall the shareholders officers or directors of Miller Parking Company be personally liable by reason of any default in the payment of the Note secured hereby, or the performance of any obligations under the Note, the Mortgage and this Assignment of Rents executed in connection with this loan.

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, MILLER PARKING COMPANY has caused these presents to be signed by its President and its corpore co seal to be hereunto affixed and attested by its Secretary this 31st day of July, A.D., 1989

(CORPORATE SEAL)

MILLER PARKING COMPANY, an Illinois Company

ATTEST:

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STATE OF ILLINOIS COUNTY OF COOK

Kerin R. Gross A Notary Public in and for the said County in the State aforesaid, Do HEREBY CERTIFY THAT Bruce H. Miller and Sames N. Hiller, personally known to me to be the Fresident and Secretary respectively of MILLER PARKING COMPANY, an Illinois corporation, in which name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and caused the corporate seal of said eprporation to be thereto affixed, GIVEN under my hand and Notarial Seal this ALLY day of July, A.D., )x Coot Cou 1989

My Commission Expires:

22기본 모여유병 Notary Public, Collinsia Agenty, Mt My Communication Experies Jan. 10, 1992

60.01.1

Permanent Index Nos:17-15-300-017 and 17-15-300-016

THIS INSTRUMENT WAS PREPARED BY:

Martin F. Hauselman LIEBLING & HAUSELMAN 39 South LaSulle Street Chicago, Illinois 60603

RETURN TO BOX: 201

# OFFICIAL COPY

County Clark's Office

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