

UNOFFICIAL COPY

90415496

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, AETNA BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 02, 1990 AND KNOWN AS TRUST NUMBER 10-4284 of the City of CHICAGO County of COOK and State of ILLINOIS,

in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto AETNA BANK

its successors and/or its assigns, a corporation organized and existing under the laws of the THE STATE OF ILLINOIS (hereinafter referred to as the Association) 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 use or occupancy of any part of the following described premises:

SEE ATTACHED RIDER

PIN# 14-32-225-042-1002

COMMONLY KNOWN AS: 2015 NORTH SHEFFIELD-UNIT 102 CHICAGO, ILLINOIS 60614

DEPT-01 RECORDING
T#1111 TRAN 4682 08/27/90 12:48:30
5536 + A * - 90 - 4 15496
102 COOK COUNTY RECORDER

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Association, whether the said 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 Association under the power herein granted.

The undersigned do hereby irrevocably appoint the said Association their agent for the management of said property, and do hereby authorize the Association to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises 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 Association may do.

It being understood and agreed that the said Association shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Association may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by them at a rate per month fixed by the Association, and a failure on their part to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney 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 covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 21st day of August A.D. 1990.

This Assignment of Rents is executed by AETNA BANK, not personally, but as Trustee as aforesaid. It is expressly understood and agreed that nothing herein or in said Trust Deed, principal or interest notes contained, shall be construed as creating any liability on the said first party or on said AETNA BANK personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant or undertaking either express or implied therein, all such liability and responsibility, if any, being expressly waived by the party of the first part or by any person now or hereafter claiming any right or any security thereunder; and that so far as the party of the first part and its successor and said AETNA BANK, personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing thereunder shall look solely to the premises therein conveyed for the payment thereof, but the enforcement of the lien thereby created in the manner herein provided. It is not intended by the execution of the within instrument that the character of the trust be in any manner changed, altered or amended, either directly or by implication or by inference; it being expressly understood and agreed by anyone having occasion to deal with or under this instrument, that the beneficiary or beneficiaries under the aforesaid Trust Agreement, are entitled to the earnings, income and avails of the trust premises, and in executing this instrument the Trustee acts with respect thereto for and at the direction and in behalf of the said beneficiary or beneficiaries and not in any manner for or in its own behalf.

IN WITNESS WHEREOF, AETNA BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Vice-President-Cashier, the day and year first above written.

[Signature]

AETNA BANK

As Trustee as aforesaid and personally,
By *[Signature]*
Assistant Vice-President-Trust Officer
ATTEST *[Signature]*
Assistant Vice-President-Cashier

90415496

STATE OF ILLINOIS }
COUNTY OF COOK }

I, THE UNDERSIGNED,
a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that
DIANE Y. TESZYNSKI
Vice-President-Trust Officer of the Aetna State Bank, and
JOHN BOWLER Assistant Vice-President-Cashier

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Vice-President-Cashier, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that *HE*, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as *HIS* own free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 24th

"OFFICIAL SEAL"
HARRIET HARTIG
Notary Public, Lake County, Illinois
My Commission Expires Sept. 10, 1990

A. D. 1990
Harriet Hartig
Notary Public.

PT 0-07-025

See Rider (Attached) (Complete) And Made A Part Hereof

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D 201010100

0011100

UNOFFICIAL COPY

AGREEMENT DATED AUGUST 25, 1900 AND KNOWN AS THE ...
CITY OF CHICAGO

... the use or occupancy of any part of the following described premises...

SEE ATTACHED RIDER

FILE 44-33-251-000-0111

COMMONLY KNOWN AS: 2015 NORTH BRISTOL STREET, CHICAGO, ILLINOIS 60614

90415496

Property of Cook County Clerk's Office
MAIL BOX 283

STATE OF ILLINOIS
COUNTY OF COOK

... and for the purpose of...

... of the ...

UNOFFICIAL COPY

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9 6 4 1 4 9 6

A.D. 19

free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal, this day of

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF
COUNTY OF

(SEAL)

(SEAL)

ACTNA BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 02, 1990 AND KNOWN AS TRUST NUMBER 10-4284

90415496

1400

Property of Cook County Clerk's Office

See Rider (Attached) (Original)

DT 1-17-025

4.00

UNOFFICIAL COPY

7 11 18

MAIL TO
BOX 283

SECRET

MONROE TO-4587
ADDRESS 65' 1880 AND KNOWN AS ABOVE
ADDRESS ABOVE ABOVE USDEMENT DATED
VERY EARLY AS (2571)

Property of Cook County Clerk's Office

90415498

CHICAGO TO-4587
COIP MONROE WHELFERD-MAIL, ICA

SECRET

UNOFFICIAL COPY

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LEGAL DESCRIPTION RIDER

UNIT NUMBER 102 IN 2015-2019 NORTH SHEFFIELD LANDMARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 30, 31 AND THE SOUTH 5 FEET OF LOT 32 IN SUB BLOCK 5 IN BLOCK 4 IN SHEFFIELD ADDITION TO CHICAGO IN SECTIONS 32 AND 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26904633 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

90415496

