

UNOFFICIAL COPY

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RE-RECORDING THIS DOCUMENT TO
CORRECT THE LEGAL DESCRIPTION

90423369

DEPT-01 RECORDING 114.25
T#5333 TRAN 2648 07/25/90 14349100
#9212 *C * - 200 - 5752683
COOK COUNTY RECORDER

90352683

ASSIGNMENT OF RENTS

Know all men by these presents, that First National Bank of Lockport, an 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 August 9, 1983 and known as Trust No. 72-17970

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 Colonial Bank

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 hereinunder 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 avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HEREOF

90352683

and does authorize irrevocably the above mentioned Colonial Bank

in its own name 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 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 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 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 avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said Colonial Bank

or its agents, 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 encumbrances, if any, which may be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for Two Hundred Fifteen Thousand & 00/100 dollars secured by a Mortgage or Trust Deed dated the 11th day of July, 19 90, conveying and mortgaging the real estate and premises hereinabove described to Colonial Bank

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 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.

THIS INSTRUMENT IS BY THE FIRST NATIONAL BANK OF LOCKPORT NOT PERSONALLY BUT SOLELY AS TRUSTEE AS AFORESAID, ALL THE COVENANTS AND CONDITIONS TO BE PERFORMED HEREUNDER BY THE FIRST NATIONAL BANK OF LOCKPORT ARE UNDERTAKEN BY IT SOLELY AS TRUSTEE AS AFORESAID AND HEREIN INDIVIDUALLY AND NO PERSONAL LIABILITY SHALL BE ASSERTED OR BE ENFORCEABLE AGAINST THE FIRST NATIONAL BANK OF LOCKPORT BY REASON OF ANY OF THE COVENANTS, STATEMENTS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THE INSTRUMENT.

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This instrument was prepared by: M. Precheński/Central Bank, 5850 W. Belmont Ave., Chicago, IL (Name and Address)

JOAN M. REEVES
Notary Public, State of Illinois
My Commission Expires 5/28/94
OFFICIAL SEAL

My Commission expires: 5/28/94
Notary Public
Joan M. Reeves

Given under my hand and seal on the 20th day of JULY, 1990, A.D.

I, the undersigned, Donna J. Wróblewski, a Notary Public, in and for said County in the State aforesaid, do hereby certify that First National Bank of Lockport and Wina Bearers are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and ~~Trust Officer~~ 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. The uses and purposes therein set forth, and the said ~~Trust Officer~~ then and there acknowledged that she, as custodian of the corporation seal of this Company, did affix the corporate seal of said Company to 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.

State of Illinois
W. J. S.
County of Cook

Wina Bearers
VICE PRES.

ATTEST:
THIS INSTRUMENT IS EXECUTED BY THE FIRST NATIONAL BANK OF LOCKPORT NOT PERSONALLY BUT SOLELY AS TRUSTEE AS AFORESAID.
ALL THE COVENANTS AND CONDITIONS TO BE PERFORMED HEREUNDER BY THE FIRST NATIONAL BANK OF LOCKPORT ARE UNDERSTOOD BY IT SOLELY AS TRUSTEE AS AFORESAID AND NOT INDIVIDUALLY AND NO PERSONAL LIABILITY SHALL BE ASSERTED OR BE ENFORCEABLE AGAINST THE FIRST NATIONAL BANK OF LOCKPORT BY REASON OF ANY OF THE COVENANTS OR STATEMENTS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THE INSTRUMENT.

Wina Bearers
Trustee as aforesaid
First National Bank of Lockport
not individually but solely

Dated at Chicago, Illinois, this 20th day of JULY, 1990, A.D.

This Assignment of Rents is executed by First National Bank of Lockport 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 First National Bank of Lockport, 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, or non 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

COOK COUNTY

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*thence Southwesterly at an angle of 50 degrees 4 minutes, a distance of 59 feet and 4 inches.

DEPT-01 RECORDING \$14.25
15111 TRAM 5292 09/04/90 16:23:00
\$7222 * -90-429969
COOK COUNTY RECORDER

14-30-109-023
14-30-109-022
14-30-109-021

Commonly known as: 3006-56 N. Clybourn Ave., Chicago, IL
P.I.N.: 14-30-109-023

Lot 1 in Block 4 in Clybourn Avenue addition to Lake View and Chicago in the Northwest quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 4 and 5 in Block 4 and that part of Lot 3 in said Block 4 South of a line described as follows: Commencing at the Northeastly corner of said Lot 3, being the Southeastly corner of Lot 2; thence Southeastly along the Easterly line of said Lot 3, 21.8 feet; thence Southwesterly 48 feet and three eighths of an inch to the Northwest corner of said Lot 4 all in Clybourn Avenue Addition to Lake View and Chicago in the Northwest quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

LEGAL DESCRIPTION

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

COOK COUNTY RECORDER
41000 12 *20-158898
2017 APR 20 09:53:00
DEPT OF RECORDS
#1138

Handwritten scribbles and initials at the top right of the page.

THIS INSTRUMENT IS VALID IN THE FIRST NATIONAL BANK OF CHICAGO... NOT PERSONALLY BUT SOLELY AS MENTIONED...

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.

costs and charges which may have accrued under said Mortgage or Trust Deed have been fully paid and this instrument shall remain in full force and effect until said loan and the interest thereon and all other above described to Colonial Bank

of July 19 90, conveying and mortgaging the real estate and premises herein- One Hundred Thousand & 00/100 dollars secured by a Mortgage or Trust Deed dated the 11th day

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for on encumbrances, if any, which may be in its judgment deemed proper and advisable.

expenses and the care and management of said premises, including taxes and assessments, and the interest or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all Colonial Bank

and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due in its own name to collect all of said avals, rents, issues and does authorize irrevocably the above mentioned Colonial Bank

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 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 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 or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all Colonial Bank

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HERE 90352684

leases and agreements now existing upon the property described as follows: leases and agreements and all the avals thereunder unto the grantee herein and especially those certain herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinafter, or may or occupancy of, in part of the premises hereinafter described, which may have heretofore, or may under or by virtue of any lease, whether written or verbal, or letting of, or any agreement for the uses, its successors and assigns, all the rents, issues and profits now due and which may hereafter become due, acknowledged, does hereby sell, assign, transfer, and set over unto Colonial Bank

in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby and known as Trust No. 72-17970

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 August 9, 1983

Know all men by these presents, that First National Bank of Chicago an

ASSIGNMENT OF RENTS 90352684

DEF-01 RECORDING 145333 TRAM 2646 07/25/90 1454510 49213 5 1-513-513454 608 COUNTY RECORDS

90423370

RE-RECORDING THIS DOCUMENT TO CORRECT THE LEGAL DESCRIPTION

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Handwritten notes on the right margin: S10239507, ME e Q/E 4ALL.



UNOFFICIAL COPY

Maria Beavers
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(Name and Address)

This instrument was prepared by: M. Prochenanski/Colonial Bank/5850 W. Belmont/Chicago/IL

My Commission expires: May 29, 1994

JOAN M. REEVES
Notary Public, State of Illinois
My Commission Expires 5/29/94
OFFICIAL SEAL

Notary Public

Joan M. Reeves

Given under my hand and notarial seal, this 20th day of July, 1990, A.D.

I, the undersigned, Donna J. Wroblewski, a Notary Public, in and for said County of Cook, State of Illinois, do hereby certify that Bank of Lockport and Nina Beavers are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Trust Officer 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 Bank of Lockport and Nina Beavers did acknowledge that she, as custodian of the corporation 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.

State of Illinois)
() SS
County of Cook)
WILL

Nina Beavers
Trustee

ATTEST:
I, Nina Beavers, Trust Officer of the First National Bank of Lockport, do hereby certify that the foregoing instrument was executed by the First National Bank of Lockport and Nina Beavers, Trust Officer of the First National Bank of Lockport, in and for said County of Cook, State of Illinois, on this 20th day of July, 1990, A.D.

First National Bank of Lockport
not individually but solely
as Trustee as aforesaid.

BY: *Donna J. Wroblewski*
Notary Public

Dated at Chicago, Illinois, this 20th day of July, 1990, A.D.

This Assignment of Rents is executed by First National Bank of Lockport 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 holders 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 First National Bank of Lockport, 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 or non-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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