

ASSIGNMENT OF LIEN

KNOW ALL MEN BY THESE PRESENTS,

THAT L.W. ROOFING, INC., of 1720 East 93rd St., Chicago, County of Cook, State of Illinois, hereinafter designated as the assignor.

IN CONSIDERATION of the sum of \$1.00 paid to the assignor by ALLIED BUILDING PRODUCTS CORP., of 13601 S. Western Ave., Blue Island County of Cook, State of Illinois, hereinafter designated as the assignee receipt whereof is hereby acknowledged by the assignor.

The assignor hereby assigns, sells, transfers and sets-over to the assignee, \$1,806.16 out of all money or monies due or to become due to the assignor under a certain claim for lien made by the assignor against the property known as Chatham Ridge Shopping Center, 87th & Lafayette, Chicago, Illinois (hereinafter "Project"), dated 05 29, 1990 and bearing Document No. 90520802.

AND the assignor hereby authorizes, empowers and directs CHICAGO TITLE & TRUST COMPANY, as escrow agent for the Project under escrow number 1104174 (hereinafter "Escrow Agent"), to pay to the assignee, any and all money or monies due or to become due to the assignor by virtue of said contract.

AND the assignor hereby certifies that the assignor has not encumbered nor done any act or acts to lessen any rights or diminish any security given under said contract; and the assignor further certifies that the assignor has a good right to assign said money or monies due or to become due under said contract.

AND the assignor authorizes and empowers the assignee to sign for and on behalf of the assignor any and all papers, instruments and documents that may be required by the Escrow Agent to effectuate the purposes hereof.

AND the assignor hereby authorizes and empowers the assignee to deposit said funds in an escrow account, to deduct its claim of \$1806.16, plus reasonable legal fees, and pay the balance to assignor out of said escrow account.

AND the assignor hereby appoints the assignee, and assignee's administrators, executors, assigns and successors, the lawful attorney for the assignor irrevocably, with full power of substitution and revocation, at the

cost and expense of the assignor, and in the name of the assignor or otherwise; to ask for, collect, demand and receive; to prosecute and sue for, by proceedings or otherwise, in a court of law or equity; to give acquittance for said money or monies due or to become due, or any part thereof; and to withdraw any claims, suits or proceedings pertaining to or arising out of this assignment.

AND the assignor hereby covenants that the assignor will receive said monies advanced hereunder by the assignee and will hold the right to receive said monies as a trust fund to be held and applied for the following expenditures arising out of the improvement of real property or public improvement and incurred in the performance of said contract:

- (a) payment of claims of subcontractors, architects, engineers, surveyors, laborers and materialmen;
- (b) payment of the amount of taxes based on payrolls including such persons and withheld or required to be withheld and taxes based on the purchase price or value of materials or equipment required to be installed or furnished in connection with the performance of the improvement;
- (c) payment of taxes and unemployment insurance and other contributions due by reason of the employment out of which such claims arose;
- (d) payment of any benefits or wage supplements, or the amounts necessary to provide such benefits or furnish such supplements, to the extent that the trustee, as employer, is obligated to pay or provide such benefits or furnish such supplements by any agreement to which he is a party;
- (e) payment of such premiums on a surety bond or bonds filed and premiums on insurance accrued during the making of the improvement or public improvement.

IN WITNESS WHEREOF, the assignor hereby sets his hand and seal or caused these presents to be signed by its proper corporate officers and caused its proper corporate seal to be hereto affixed this 6 day of October, 1990.

In the presence of:

L.W. ROOFING, INC.

By: [Signature]

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

On this 6 day of October, 1990, before me personally appeared Ryan Washburn to me known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

STATE OF ILLINOIS)
) SS
COUNT OF Cook)

On this 7th day of October, 1990, before me personally appeared Ryan Washburn, to me known, who, being by me duly sworn, each for himself did say that he resides in the State of Illinois, and is the President of Ill. Am. Co., the corporation described in and which executed the foregoing instrument, and that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by the order.

Jeanne McCauley Smith
Notary Public

" OFFICIAL SEAL "
JEANNE McCAULEY SMITH
NOTARY PUBLIC, STATE OF ILL.
MY COMMISSION EXPIRES 8/30/93

DEPT-01 RECORDING \$15.25
T31111 TRAN 196 10/24/90 16:52:00
36476 A * 90-520802
COOK COUNTY RECORDER

90520802

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PARCEL 1:

THE SOUTH 10 ACRES (EXCEPT THE EAST 370 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE) OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART OF AFORESAID 10 ACRES TAKEN FOR PUBLIC STREET, RECORDED MAY 22, 1916 AS DOCUMENT 5873765, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

THE SOUTH 300 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF A LINE THAT IS 370 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 33, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 3:

THAT PART OF THE NORTH 51.50 FEET OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

BEGINNING THE SOUTH WEST CORNER OF SAID TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT, BEING THE NORTH LINE OF THE SOUTH 300.00 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 450.00 FEET; THENCE NORTHWESTERLY 85.43 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT WHICH IS 380.00 FEET EAST OF THE WEST LINE THEREOF; THENCE WEST ALONG SAID NORTH LINE (BEING THE NORTH LINE OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 380.00 FEET TO WEST LINE OF SAID TRACT; THENCE SOUTH ON SAID WEST LINE, 51.50 FEET TO THE POINT OF BEGINNING (BEING THE SOUTH WEST CORNER OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

(EXCEPT THAT PART OF PARCEL 1 CONVEYED TO THE CITY OF CHICAGO DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 370.00 FEET AND THE NORTH LINE OF WEST 87th STREET; THENCE WEST ALONG THE NORTH LINE OF WEST 87th STREET 15.00 FEET; THENCE NORTHEASTWARDLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF THE EAST 370.00 FEET, 15 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID WEST LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING)

(END)

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Mail to
Emil Tank

60 La Salle St

Highland Park Ill

Property of Cook County Clerk's Office

