

UNOFFICIAL COPY **4**

Massachusetts Bank and Trust Company

ASSIGNMENT OF RENTS

900,000,000

905-1545

THIS ASSIGNMENT is made November 29th , 1990 , by Metropolitain Bank and Trust Company as Trustee under Trust Agreement dated August 2nd, 1986 and known as Trust No. 1627, "Owner" to METROPOLITAN BANK AND TRUST CO, an Illinois corporation ("the Bank").

WITNESSED, that whereas the Owner has title to the premises described below,

NOW THEREFORE, in consideration of and as an inducement to the making of a loan by the Bank to Owner, Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, Owner does hereby assign, transfer and set over unto the Bank, its successors and assigns, all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises described below, which are now due and which may hereafter become due, payable or collectible under or by virtue of my lease, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises described below, which Owner may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Bank under the powers hereinafter granted; it being the intention of the parties to make and establish hereby an absolute transfer and assignment of all such lease, and agreements and all the rents, earnings, income, issues, and profits thereunder, unto the Bank,

all rights reserved to the real estate and premises situated in the City

Chicago, County of Cook, State of Illinois
and describes as follows, to wit:

See attached for legal description for property located at: 4105-67 W. 26th St.

This Assignment is given to secure payment of the principal sum of one hundred ninety five thousand four hundred and ~~00~~ ¹⁰⁰/₁₀₀ths Dollars (\$195,400.00) upon a certain loan evidenced by a promissory note of Owner to the Bank dated November 30th 19⁶⁰ and secured by a Mortgage or Trust Deed dated November 30th 19⁶⁰.

19. 90., conveying and mortgaging the real estate and premises previously described to the Bank, as Trustee or Mortgagee; this Assignment shall remain in full force and effect until said loan and the interest thereon and all other cost, and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

This Agreement shall be operative, save 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 terms of this instrument, in which case said Mortgage or Trust Deed or in the note to be intersecured thereby, or in this Agreement.

(2) Interest on the amount so paid or unpaid, in the form of notes secured by said Trust Deed for the years at the rate thereby provided. (23) Interest on the amount so paid or unpaid, in the form of notes secured by said Trust Deed or Mexican above referred to, at the same rate, if any, to the Owner of record of the property described in Article 10 of this Assignment.

Section 14. Assignment of Leases and Events. Notwithstanding anything else to the contrary, no lessee may assign or transfer any of such leases, or amend or terminate any of the leases, or enter into any agreement or release any one or more tenants from their respective obligations under such lease, without prior written consent of the Bank. Should former lessors consent and agree that it will not assign or pledge said rents or collect from any of the tenants or lessors, or any of their assigns or successors in interest, or any of the property covered by any of the leases, or any part thereof, without written consent of the Bank. Any violation of this condition shall constitute a default under the mortgage on the Deed, and in such event, the whole amount of the principal then remaining unpaid shall immediately become due and payable.

ARTICLE 10
Any failure or omission to enforce this Assignment for any period of time shall not impair the force and effect thereof or prejudice the rights of the Bank, nor shall the Bank be required under this Agreement to exercise or enforce any of the rights herein granted to it, at the times herein contained being stricken, or otherwise, with the Bank.

This agreement shall remain in full force and effect until the subject indebtedness is paid in full.

Mailed and received in Chicago, Illinois on November 30th.

30th 1990

properly investigated. It is
22.15.0000-0000
Aug. 1905

Metropolitan Bank & Trust, Comp.
of the ~~City~~ of New York
By

STATE OF ILLINOIS : ss
COUNTY OF COOK : ss

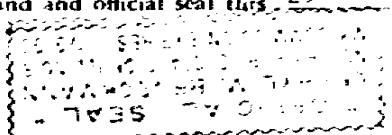
~~• Native Public is and has said County is the State~~

whereupon, DO HEREBY CERTIFY that Margaret A. Bryski, & Lorraine Rothstein 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 he signed, sealed and delivered the said instrument as

free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29 day of November, 1949.

(SEAL.)



Chas. Bunn
Notary Public

FORM 21-145-014

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Property of Cook County Clerk's Office

905-3545

Mail to: Metropolitan Bldg 5-10
2201 W. Leaman St.
Chicago 60608

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1 2 3 4 5

Lot 3 and the East 18 feet of Lot 4 in Block 3 in McMillan and Wetmore's subdivision
at the North 1/4 of The East 1/2 of the Southeast 1/4 of Section 27, Township 39
North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
commonly known as: 4105-07 W. 26th St. PIN: 16-27-405-007

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