

LaSalle National Bank

P.O. Box 729  
Chicago, Illinois 60690

ASSIGNMENT OF RENTS

Date July 21 19 89

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Know all Men by these Presents, that **LaSalle National Bank**, a National Banking Association, of Chicago, Illinois, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement Street Address 5206 W. Schubert/2700 N. Laramie, Chicago, Illinois 60639, 2905 N. Central Park Avenue, Chicago, Illinois 60618 and 2016 W. Melrose, Chicago, Illinois 60618 Permanent Index Number 13-28-307-038, 13-26-222-013 and 14-19-327-036-0000 dated February 18, 1985 and known as its trust number 24-6770-00 (hereafter called Assignor) in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto LASALLE NORTHWEST NATIONAL BANK

(hereinafter called the Assignee), all the

rents, earnings, income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now due and which may hereafter become due, payable or collectible under or by virtue of any 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 hereinafter described, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of Cook and State of Illinois, and described as follows, to wit:

DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF:

PARCEL 1:

Lots 13 and 14 in the Hulbert Fullerton Avenue Highlands, Subdivision No. 20, being a Subdivision in the East 1/2 of the South West 1/4 of Section 28, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. PIN: 13-28-307-038 commonly known as: 5206 W. Schubert / 2700 N. Laramie, Chicago, Illinois 60639

PARCEL 2:

Lot 45 in Block 1 in William E. Hatterman's Milwaukee Avenue Subdivision of Lots 15 and 16 in Brand's Subdivision of the Northeast 1/4 of Section 26, Township 40 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois. PIN: 13-26-222-013 Commonly known as: 2905 N. Central Park Avenue Chicago, Illinois 60618

PARCEL 3:

Lot 13 in Block 1 in Oscar Charles Subdivision of Block 48 in the Subdivision of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, (except the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the East 1/2 of the Southeast 1/4) in Cook County, Illinois. PIN: 14-19-327-036-0000 Commonly known as: 2016 W. Melrose, Chicago, Illinois 60618

OFFICIAL SEAL  
LESLEY J. WAZELLE  
Notary Public, State of Illinois  
My Commission Expires 12-15-92

This instr  
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certain to  
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recorded  
real estate  
other cos

This assignment shall not become operative until a default exists in the payment of principal or interest or in the non-performance of the terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are declared to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and may, with or without force, and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring during the term of the indebtedness secured by said Trust Deed or Mortgage, and may cause any lease or sub-lease for any cause or on any terms which may seem fit to the Assignor or its beneficiaries to cancel at the same. In every case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and avails of the property and any part thereof. Also including the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and price of proper charges on the said real estate and premises, or any part thereof, including the cost and reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Assignee against any liability, loss, or damage on account of any matter or thing done or suffered in pursuance of the rights and powers of Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following debts in each order as said Assignee deems fit:

- (1) interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided;
- (2) interest accrued and unpaid on the said note or notes;
- (3) the principal of said note or notes from time to time remaining outstanding and unpaid;
- (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and
- (5) the balance, if any, to the Assignor.

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# UNOFFICIAL COPY

This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof but said Assignee or the agents, attorneys, successors or assigns of the Assignee shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents, is executed by LaSalle National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of LaSalle National Bank personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right of security hereunder. So far as LaSalle National Bank, personally, is concerned, the Assignee hereunder, or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described, and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

In Witness Whereof, said party of the first part as Trustee as aforesaid and not personally has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its ASSISTANT, Vice President and attested by its Assistant Secretary the day and year first above written.

LaSalle National Bank, As Trustee as aforesaid, and not personally.

By J. Kit Silver ASSISTANT Vice President

Lisa E. Haas Assistant Secretary

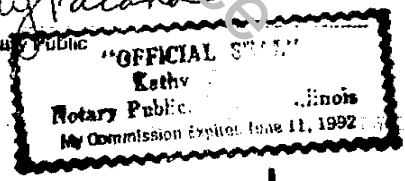
DEPT-91 RECORDING \$18.00  
14533 TRAN 5209 01/02/90 15:42:00  
#7458 ÷ \*90-001462  
Cook County Recorder

State of Illinois }  
County of Cook } ss.

Kathy Pacana  
a Notary Public in and for said County, in the state aforesaid, do hereby certify, that  
J KIT SILVER ASSISTANT Vice President - of LaSalle National Bank,  
and LISA E HAAS  
Assistant Secretary of said Bank, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument as such ASSISTANT

Vice President and Assistant Secretary 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, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28<sup>th</sup>  
day of July, 19 89  
Kathy Pacana  
Notary Public



My commission expires:

A/R  
 145873, 145874, 1356127, 1356128  
 IN DUPLICATE  
 Assignment of Rents  
 LaSalle National Bank  
 as Trustee  
 To  
 3813986  
 1989 AUG -1 PM 2:02  
 CAROL MOSELEY BRAUN  
 REGISTRAR OF TITLES  
 3813986  
 LaSalle National Bank  
 DELIVER TO  
 5540 LaSalle Street  
 Chicago, Illinois 60680  
 Dry 333  
 CTI



