February 5,

2.41-983 33

First Chicago Bank of Ravenswood /hereinafter called
Know all Men by these Presents, that Bank of Ravenswood, an Illinois Banking Corporation, not personally but as Trustee under the provision
of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated 2/5/90
and known as its trust number 25-10575 (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
First Chicago Bank of Ravenswood  (hereinafter culled 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 flus and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, prosession 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 Assignor under the powers high after granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following cost of education described and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and excibits hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings issues, income, and profice thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of the
Lot 47 in Gross Park second addition to Chicago, being a Subdivision of Block 40 in Subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (except the South West 1/4 of the North East 1/4 of the South East 1/4 of the North West 1/4 and the East 1/2 of the South East 1/4) in Cook County, Illinois.  Permanent Tax I.D. #14-19-418-043-0000
Property Address: 1902 W. Hendarson, Chicago, Illinois 60657
This instrument is given to secure payment of the principal sum of ONE HUNDRED TWENTY EIGHT THOUSAND
AND NO/100(\$128,000.0%)
certain loan secured by Mortgage or Trust Deed to Chicago Title And Trust Company  as Trustee or Mortgage deted 2/5/90
and recorded in the Recorder's Office or Registered in the Office of the Registrar of T des of the above named County, conveying the real estate and premises hereinabove described. 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 or may hereafter accrue under said Trust Pector or Mortgage have been fully paid.
This assignment shall not become operative until a default exists in the payment of pricing the intense or in the performance of the

terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or No. — ecured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, usus 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 on ler 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 Coclaied to be due in secondance 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, Asignee 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 indeb tell-ess 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 time iclaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinable education, 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 beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same In every such 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 to the Assignee shall seem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, nervants, 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 in good faith 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 items in such 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.

OFFICIAL

TOPICAL

TO C-TDP-MYERS ssignment of Kents Chicago Bank of Ravenswood 1825 West Lawrence Avenue BANK OF RAVENSWOOD BANK OF RAVENSWOOD MARIA T. BUENDIA Chicago, Illinois 60640 FIRST CHICAGO Chicago, Illinois 60640 1825 West Lawrence Avenue Box No. as Trustee To STATE OF ILLINOIS EXPIRES 5/4/91 u SS L A HIGI SEND EXPITES 5/4/91 IDIH AVE sint last lairston bas base TVI'419 said instrument as his own free and voluntary act, and as the fee, ind voluntary act of said Bank that he, as custodian of the corporate seal of said Bank, did activ the said corporate seal of said Bank tree and voluntery act, and as the free and voluntery act of anid Bank, for the uses and purposes therein set forth; and the Said Assistant Cashier-Trust Officer did also then and there acknowledge this day in person and acknowledged that they algned and delivered the said instrument as their own Vice President-Trust Officer and Assistant-Seshier- 'ru t Officer respectively, appeared before me do'n as insmuritani galogetot edi oi bedirosdus eta seman 4-33A Assistant Cashier-Trust Officer of said Bank, pen anally known to me to be the same persons whose 000 82.0E .V of TEM COUNTY OF COOK 4009 a Notary Public in and for said County, in the state atoresaid, DO HEREBY CERTIFY, THAT STATE OF ILLINOIS the undersigned

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Line Deed of Moregase c. 44, "". IN The manner herein and in said 'I'fust Deed of Mortgage and Mote of Motes provided. accrue thereon, c. any indebtadness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied contained shall be construed as creating any liability of Bank of Revenswood personally to pay the said Note or Notes or any interest that may

trust property herein de crived and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Note or Notes and me awner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the or security hereunder, So far as Bank of Ravenswood personally, is concerned, the Assignee hereunder or the legal holder or holders of said herein or thereit of neshed, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right and suthority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes THIS ASSIGNMENT OF RENTS, is executed by Bank of Eavenswood, not personally but as Trustee as storesaid, in the exercise of the power

IN WITNESS WHEREOF, wid serty of the first part has caused its corporate seal to be hereto atfixed, and has caused its name to be signed

Chicago

1320 EB 12 LN IS: 08

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Vice President-Trust Officer and atteated by its

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21051006

The release of the Trust Deed or Mortgage securing and note shall this jeste as a release of this instrument. to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that under the terms hereof but said Assignee or the agents, attorneys, successors or seagns of the Assignee shall have full right, power and authority

and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waivez of any rights The failure of Assignee, or any of the agents, attorneys, successors or ssaigns of the Assignee to enforce any of the terms, provisions of the respective executors, administrators, legal representatives, successors and sasigns of each of the parties hereto. This instrument shall be assignable by Assignee, and all of the terms and provisions haved shall be binding upon and inure to the benefit

## UNOFFICIAL COPY

THIS RIDER IS MADE A PART OF A CERTAIN ASSIGNMENT OF RENTS EXECUTED BY First Chicago Bank of Ravenswood , TRUST # 25-10575 , U/T/A DATED 2/5/90

For good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, as beneficiaries of the above trust, join in this Assignment for the purposes of assigning the entire right, title and interest of the undersigned in and to the leases and rents from the subject premises described above and being bound by and subject to all terms and provisions thereof.

Dated	as	or <u>Franuar</u>	y 5	_, 1990.	Nancy G.	Myers 1	lefers
			(	04			
STATE	OF	ILLINOIS	) ) ss		04/2		

I, the undersigned, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that Nancy A. Myers, a spinster

, personally known to me to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (she/he/they) signed, sealed and delivered the said instrument as (his/her/their) free and voluntary act, for the uses and purposes and in capacity (if any) therein set forth.

GIVEN under my hand and notary seal this 6th day of



COUNTY OF COOK

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## **UNOFFICIAL COPY**

Property of County Clark's Office

MARIA T. BUENDIA

BANK OF RAVENSWOOD

BASS West Lawrence Avenue

Chicago, Illinois coa40