

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

MAR 16 PM 3:28

COOK COUNTY ILLINOIS

EXX

GEORGE D. KARCAZES, Esq.
150 North Wacker Drive - Suite 2950
Chicago, Illinois 60606-1610

THIS INSTRUMENT WAS PREPARED BY: [Name]

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, HARRIS BANK, MINNETKA, N.A., ~~corporation of Illinois~~, not personally or individually, but solely as Trustee under Trust Agreement dated May 2, 1988, and known as Trust Number L-3576, the owner of the premises described on Exhibit "A" attached hereto does hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, sell, assign, transfer, and set over unto NORTH COMMUNITY BANK, an Illinois Banking Corporation, for the use and benefit of the holder or holders and owner or owners of the Note secured by the Mortgage made by HARRIS BANK, MINNETKA, N.A., ~~corporation of Illinois~~, not personally or individually, but solely as Trustee under Trust Agreement dated May 2, 1988, and known as Trust Number L-3576 to NORTH COMMUNITY BANK, an Illinois Banking Corporation, dated December 13, 1989, and recorded in the Office of the Recorder of Cook County, Illinois, all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or verbal, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said NORTH COMMUNITY BANK, an Illinois Banking Corporation, under the power hereby granted and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby irrevocably said NORTH COMMUNITY BANK, an Illinois Banking Corporation, true and lawful agent in its name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or verbal, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as, an Illinois Banking Corporation, may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises, and to operate and manage said premises through such agent or agents as NORTH COMMUNITY BANK, an Illinois Banking Corporation, may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said NORTH COMMUNITY BANK, an Illinois Banking Corporation, shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

ASSIGNMENT OF RENTS

1500

90117836

72-40-098-01

8

UNOFFICIAL COPY

IN SENATE
JANUARY 10, 1900

AND TAKEN UP FOR READING

Property of Cook County Clerk's Office

1900

96821106

The rents, issues and profits so received by said NORTH COMMUNITY BANK, an Illinois Banking Corporation, shall be applied in such order as it may determine, on account of the following:

1. Expenses and attorney's fees incurred by said NORTH COMMUNITY BANK, an Illinois Banking Corporation, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.

2. Expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said NORTH COMMUNITY BANK, an Illinois Banking Corporation, or such agent or agents as it may retain.

3. Taxes and assessments levied against said premises.

4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the default now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein. This Assignment is subject only to the prior recorded lien of the ~~new England Mutual Life Insurance Company~~, Harris Bank Winnetka, Va. (C.C. IL. Doc # 8211420 for prior assignment of rents) Winnetka, N.A.

This instrument is executed by HARRIS BANK, WINNETKA, N.A., a Corporation of Illinois, not personally, but as trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such trustee (and said HARRIS BANK, WINNETKA, N.A., a Corporation of Illinois, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the undersigned, or any beneficiary of the undersigned, personally, to pay rent or otherwise perform the obligations of any lease or personally to pay the said Note or any interest that may accrue thereon, or to perform any covenant either express or implied herein, or in said Note or Mortgage contained.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 0 1 1 7 8 3 6

IN WITNESS WHEREOF, the said HARRIS BANK, WINNETKA, N.A., not personally or individually, but solely as Trustee as aforesaid, has caused this instrument to be executed by its SENIOR VICE PRESIDENT and attested by its ASSISTANT TRUST OFFICER, and its Corporate Seal to be hereunto affixed, on the 14th day of MARCH, ~~1990~~ 1990

HARRIS BANK, WINNETKA, N.A.,
~~Corporation of Illinois~~,
Not Personally, But As Trustee
As Aforesaid

BY: Keith Erickson
Sr. VICE. PRESIDENT

ATTEST:

Pat K Erickson
ASSISTANT TRUST OFFICER

STATE OF ILLINOIS)

COUNTY OF COOK)

SS:

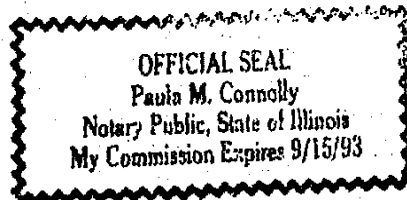
I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY that KEITH C ERICKSON of HARRIS BANK, WINNETKA, N.A., and PAT K. ERICKSON of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SENIOR VICE PRESIDENT and ASSISTANT TRUST OFFICER respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth; and the ASSISTANT TRUST OFFICER also then and there acknowledge that she, as custodian of the Corporate Seal of said Bank, did affix the same to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of March, ~~1990~~ 1990

Paula M Connolly
NOTARY PUBLIC

My Commission Expires:

9-15-93



UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 0 1 1 7 8 3 6

Property of Cook County Clerk's Office

EXHIBIT "A"

SUB-LOT 1 OF LOT 4 AND THE SOUTH 8 FEET OF SUB-LOT 2 OF LOT 1 IN BLOCK 14 IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

✓ Address of Property: 610 S. Wabash, Chicago, Illinois

/ P.I.N. 17-15-300-016

90117836

UNOFFICIAL COPY

Property of Cook County Clerk's Office