

## UNCERPE ALICOPY I

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## ASSIGNMENT OF RENTS

						ng Corporation, not
pers	onally but a	s Trustee under the	Provisions of a de	ed or deeds in	trust duly record	ded and delivered to
said	Company in	pursuance of a Tru	ist Agreement dated	February 2	7, 1990	and known as Trust
No.	1983		_in consideration of	the premises an	nd of One Dollar	(\$1.00) in hand paid,
						er unto
	•	•	CAPITOL BANK		-	

4801 W. Fullerton Avenue, Chicago, Illinois

its successors and assigns, all the rents, issues and profits now due and which may hereafter become due, under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the uses or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinunder of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

Lot 22 in Block ( In Thomas A. Hulbers Subdivision of the North 141 Feet of the South 17. Feet of the West 1/2 of the South East 1/4 of Section 23, Township 40 North, Range 13, East of the Third Principal Merijian, in Cook County, Illinois.

Property Address:

5056 V. Fullerton Avenue

Chicago, Illinois

PIN # 13-28-429-021-0000

1300

and profits arising or accruing at any time hereafter, and all row due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacables, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby greating full power and authority to exercise each and every right, privilege and power herein granted at any ind all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said.

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or its agents, due or to become due, or that may hereafter be contracted, and also to file payment of all expenses and the care and management of said premises, including taxes and assessments and the interest on encumbrances, if any, which may be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for \$79,000.00 dollars secured by a Mortgage or Trust Deed dated the 16th day of March 19 90, conveying and mortgaging the real estate and premises hereinabove described to Chicago Title and Trust Company and 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 under said Mortgage or Trust Deed have fully been paid.

This assignment shall be operative only 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 covenants in said Mortgage or Trust Deed contained.

MAIL TO:

CAPITOL BANK AND TRUST 4801 W. Fullerton Avenue Chicago, Illinois 60639

Attention: Marge Campanella

Box 337

90120161

## **UNOFFICIAL COPY**

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This Assignment of Rents is executed by CAPITOL BANK AND TRUST as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that CAPITOL BANK AND TRUST, individually, or as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the cont.ar;

admission to the cont.ary.							
dated at Chicago, Illinois, . 118_16th_	day of	March	, 19 <u>90</u> .A.D.				
		CAPITOL BANK AND To not individually but solely	as Trustee as aforesaid.				
	Ox	BY: 2 John T. J. Seniorylce President	and Trust Officer				
ASSISTANT TRUST OFF	icer	- Co,					
State of Illinois ) SS.		OUNE					
County of Cook )			C/				
I, Victoria J. Klobukowsk hereby certify that John E. Houl BANK AND TRUST, and Company, who are personally known going instrument as such/Fice Pfesider before me this day in person and acknow free and voluntary act and as the free a and purposes therein set forth; and the Assistant Trust Officer as custodian of Company to said instrument as voluntary act and as the free and volunt poses therein set forth.	ihan Sharon K. C to me to be th and Trust O owledged that t and voluntary a te said Assista the corporate	Senior, Vice President an rowley. A same persons whose name officer and Assistant Trust Chey signed and delivered the act of said Company, as Trunt Trust Officer then and the seal of this Company, did also her	d Trust Officer of CAPITOL Assistant Trust Officer of said es are subscribed to the fore- Officer respectively, appeared es said instrument as their c wn stee as aforesaid, for the cost here acknowledged that said ffix the corporate seal of said own free and				
Given under my hand and notarial sea	l, this <u>16th</u>		Lobuscowsk				
My Commission expires: Hov. 10,	1992	OFFICIAL VICTORIA J. KLOI NOTARY PUBLIC. STATE MY COMMISSION EXPIR	BUKOWSKI }				