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COOK COUNTY ILLINOIS
FILED FOR RECORD
1990 APR - 1 PM 12:01

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This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for \$100,000.00 of April 9, 1990, conveying and mortgaging the real estate and premises hereinabove described to American National Bank of Melrose Park 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.

or its agents, due or to become due, or that may hereafter be contracted, and also to the 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 judgment deemed proper and advisable.

and does authorize irrevocably the above mentioned American National Bank of Melrose Park in its own name to collect all of said rents, issues and profits arising or accruing at any time hereafter, and all now 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 moneys, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of or the security of such rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said American National Bank of Melrose Park

1700

Legal description attached hereto and incorporated by reference.

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 hereinafter 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 avals thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

In consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto American National Bank of Melrose Park April 9, 1990 and known as Trust No. 110768-09

CHICAGO, a National Bank Association, not personally but as Trustee under the Provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated April 9, 1990

ASSIGNMENT OF RENTS

BOX 399 - TH

Prepared by and Mail to:
Dan Carter
American National Bank of Melrose Park
1836 N. Broadway
Melrose Park, IL 60160

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70-52-1000 24506
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FORM 3301

My Commission expires:

Kula Davidson
Notary Public, State of Illinois
My Commission Expires 12/26/90
"OFFICIAL SEAL"

Notary Public

Kula Davidson

Given under my hand and notarial seal, this _____ day of _____, 1990 A.D.

Trustee, as aforesaid, for the uses and purposes therein set forth. Instrument as _____ own free and voluntary act and as the free and voluntary act of said Company, as its custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that _____ own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for before me this day in person and acknowledged that they signed and delivered the said instrument as their Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, respectively, appeared hereby certify that _____, a Notary Public, in and for said County in the State aforesaid, do

Peter Johanson, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and _____

KULA DAVIDSON

State of Illinois)
) SS.)
County of Cook)

TRUST OFFICER

[Signature]

ATTEST:

VICE PRESIDENT

[Signature]

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee as aforesaid.

BY:



dated at Chicago, Illinois, this _____ day of _____, 1990 A.D.

This Assignment of Rents is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 contrary.

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EXHIBIT "A"

THAT PART OF THE SOUTH 1/2 OF FRACTIONAL SECTION 33, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE LYING EAST OF A LINE 460 FEET EAST OF THE EAST LINE OF CORNELL AVENUE AS DEDICATED BY DOCUMENT NUMBER 15459665 RECORDED OCTOBER 15, 1952 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF CORNELL AVENUE THROUGH A POINT ON SAID LINE WHICH IS 878.52 FEET NORTH OF THE SOUTH LINE OF THE NORTH 80 ACRES OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT:

THE EAST 1/2 OF THE SOUTH WEST 1/4 TOGETHER WITH THE WEST 10 ACRES OF THE SOUTH EAST FRACTIONAL 1/4 NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 33 AFORESAID AND NORTHWESTERLY OF A CURVED LINE CONVEX TO THE SOUTH EAST RADIUS OF 265 FEET, SAID CURVED LINE BEING TANGENT TO A LINE FORMING A RIGHT ANGLE WITH THE EAST LINE OF CORNELL AVENUE AT A POINT 618.52 FEET NORTH OF THE SOUTH LINE OF THE NORTH 80 ACRES OF THE TRACT OF LAND ABOVE DESCRIBED AND ALSO TANGENT TO THE EAST LINE OF THE WEST 167.10 FEET OF THE SOUTH EAST FRACTIONAL 1/4 OF SAID SECTION 33, EXCEPTING FROM SAID LAND THE NORTH 30 FEET OF THE WEST 90 FEET THEREOF, IN COOK COUNTY, ILLINOIS.

PIN: 12-33-302-028 ~~12-33-400-0170000~~ 12-33-400-031-0000 ~~12-33-400-032-0000~~

ADDRESS: VACANT LOT, BLOOMINGDALE ROAD, MELROSE PARK, ILLINOIS 12-33-400-032-0000

Hornung & Cornell Ave.

Cook County Clerk's Office

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