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UNOFFICIAL COPY

ASSIGNMENT OF RENTS

Date June 8 1990

MARQUETTE NATIONAL BANK,
Know all Men by these Presents, that

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: **3147 S. May Street - Chicago, Il**

Permanent Index Number 17-32-205-007-0000

March 7, 1985

and known as its trust number.

11015

Chromaffin

dated Assignment 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, I do hereby assign, transfer and set over unto **DISTRICT NATIONAL BANK**

13⁰⁰

(hereinafter called the Assignee), at the

rents, earnings, issues, and profits, if any, of and from the real estate and premises hereinbefore described, which are now due and which may hereafter become due, and payable, or otherwise liable under or by virtue of any lease, whether written or oral, or any letting of, possession of, or any agreement to let, the same, or of any interest in real estate and premises heretofore described, which said Assignee may have heretofore made, or agree to make, hereafter make, factors for which may be made or agreed to by the Assignee under the powers hereinabove granted, to, with, and in accordance with any and all the terms of, and any agreement for the use of occupancy of the following described real estate and premises, for which it is the intent of Assignee to hold trust, as 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

Real estate and fixtures situated in the County of **Cook** and State of Illinois, and described as follows, to wit:

Lot 7 in Block "C" in the Subdivision by Wall, Barnes and Clark of Blocks 2 and 3 in the Assessors Division of the North West 1/4 and the West 1/2 of the North East 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ADDRESS: 3147 S. May Street - Chicago, Illinois
PPI: 17-32-205-007-0000

THIS INSTRUMENT WAS PREPARED BY
PHILIP K. GORDON, ATTY. AT LAW
800 WEST 35TH STREET
CHICAGO, ILL. 60619

This instrument is given to secure payment of the principal sum of **THIRTY-FIVE THOUSAND & NO/100ths-----** Dollars and above, at or before

certain sum secured by Mortgage or Trust Deed to

CHICAGO TITLE & TRUST COMPANY

June Pen, 1990

as Trustee or Mortgagor dated **June 14, 1990** and
rec'd. **Refugee & Rac. Order's Office**, Registered Office or Registered in the Office of the Registrar of Titles of the above-named County, conveying the
real estate or premises hereinabove described. This instrument shall remain in full force and effect until paid in full the interest therein, and
other costs and charges which may have accrued or may hereafter accrue under said trust Deed or Mortgage, have been fully paid.

The above payment shall remain operative until a default occurs in the payment of principal or interest or in the performance of the terms of the
Debt as stated in the First Deed of Mortgage herein referred to and in the note or Notes set forth therby.

Article 10. Mortgagor, the Assignee, as the absolute assignee of the real estate and profits of said rental, lease or premises, at his sole risk and by way of continuation only, it is agreed that in the event of any default under the said Trust Deed or Mortgage, at the date of said assignment, or thereafter, upon the sale of notes secured by said Trust Deed or Mortgage, 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 otherwise, or at any time thereafter, Assignee shall be entitled to take and hold possession of the said real estate and personalty hereinabove described, in trust, until paid, personally or by agent or attorney, as far as condition broken, and may, with or without notice, and without any action on the part of the holder or holders of the indebtedness secured by said Trust Deed or Mortgage, enter into and make all such arrangements and contracts as he may see fit, for the sale or disposition of all or any part of said real estate and premises, hereinabove described, together with all fixtures, equipment, machinery, tools, materials, papers, and documents relating thereto, and may exclude the Assignee, its beneficiaries or their agents or servants, wholly, the entire or any part of the said real estate and personalty, and control the said real estate and personalty hereinabove described, and conduct the business therein, and may, at the expense of the Assignee, at all times, cause to be made all necessary or proper repairs, or otherwise, to said real estate and personalty, and to the same, and to the said mortgaged property in such parts, and for such items and on such terms as may seem fit to the Assignee, and for the payment of all taxes, assessments, or other charges, or expenses, which may be levied thereon, and for the payment of all costs, charges, and expenses, which may be incurred by the Assignee, in the enforcement of his rights, and the recovery of the amount so secured, and the amount of any deficiency, and the amount of any premium, or other sum, which he would require the Assignee or his beneficiaries to pay, and the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cause any lessee or lessees, or other person or persons, to whom any part of the said real estate and personalty, and to carry on the business thereof at the Assignee's shall do, and to let, and to lease, and to let one or more, or all, or any part of the property and any part thereof, All deductions, the expenses, or charges, for the use, or benefit, thereof, and of all improvements, or repairs, renewals, replacements, alterations, additions, betterments, and other improvements, in the property, which may be made for taxes, assessment, or any taxes, or other charges, on the said real estate and personalty, and for the payment of the just and reasonable compensation for the services of the Assignee, and of the Assignee's family, and personal servants, and others employed by Assignee in connection with the operation, management, and control of the mortgaged property, during the period of the bankruptcy, or insolvency, or otherwise, of the Assignee, and such further sum as may be sufficient to indemnify the Assignee against any liability, loss, or damage, or any other loss, or damage, or other expense, arising out of the enforcement of the following, done, in such order, as the Assignee deems fit:

5. Interest standing on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate thereon plus a 10% premium, accrued and unpaid on the said note or notes; (b) the principal of said note or notes from time to time remaining outstanding and unpaid; (c) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (d) the balance of any tax to the Assessor.

The instrument shall be witnessed by Assignee and all the terms and provisions hereof shall be upon and made to the face of the instrument, and attested, before me, on the 16th day of June, 1990, by the signature of each of the undersigned.

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.

Marquette National Bank

This Assignment of Rents, is executed by _____ not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it by the instrument known as said Trust Deed or Mortgage or in said Note or Notes contained therein, to be construed as creating any liability of _____ personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accrued thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or thereto, contained in said instrument, the same being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. Seller, _____ personally concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owners 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 agreed 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 hereunto affixed, and has caused its name to be affixed to these presents by its Vice President and attested by its Assistant Secretary, the day and year first above written.

Marquette National Bk As trustee as aforesaid, and not personally

By

Anne M. Kelly

Vice President

Attest:

Cynthia A. Topps

Assistant Secretary

State of Illinois }
County of Cook } ss.

I, Jeanne J. Prendergast

a Notary Public in and for said County, in the state aforesaid, do hereby certify, that

Anne M. Kelly

Vice President - of Marquette National Bank

and Cynthia A. Topps

Assistant Secretary of said Bank, personally known to me to be the same persons whose names are

subscribed to the foregoing instrument as such

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 Vice President and 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 if so

day of June

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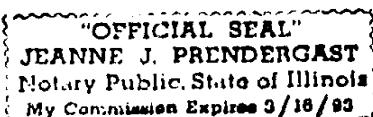
8th

Jeanne J. Prendergast

Notary Public

3/16/93

My commission expires



Box No.

Assignment of Rents

as Trustee

To

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BOX 333 - CG

Mail

PHILIP K. GORDON

Attorney at Law

809 West 35th Street

Chicago, Illinois 60609

927-4331

Adv 379