

# UNOFFICIAL COPY

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19217 C \* \* \* \* \* 312684  
COOK COUNTY RECORDER

90352684

## ASSIGNMENT OF RENTS

Know all men by these presents, that First National Bank of Lockport, an Illinois Corporation, 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 August 9, 1983

and known as Trust No. 72-17970 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 Colonial Bank

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 letting of, or any agreement for the uses or occupancy of, any part of the premises hereinafter described, which may have 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:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HERE **90352684**

and does authorize irrevocably the above mentioned Colonial Bank

in its own name to collect all of said avails, 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 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 or 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 futher, 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 Colonial Bank

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 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 One Hundred Thousand & 00/100 dollars secured by a Mortgage or Trust Deed dated the 11th day of July, 1990, conveying and mortgaging the real estate and premises hereinabove described to Colonial Bank

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 been fully 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.

THIS INSTRUMENT IS DEEMED TO BE  
A TRUE AND CORRECT COPY OF THE ORIGINAL  
NOT PERSONALLY DELIVERED BY THE GRANTEE  
AS ABOVE SAID.  
COOK COUNTY RECORDER  
BY THE RECORDER'S OFFICE  
AND IN WITNESS WHEREOF I HAVE  
HEREBY SET MY HAND AND SEAL  
AT CHICAGO, ILLINOIS, THIS  
DAY OF JULY, 1990.  
WARRANTED TRUE COPY



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# UNOFFICIAL COPY

This Assignment of Rents is executed by First National Bank of Lockport 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 First National Bank of Lockport, 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.

Dated at Chicago, Illinois, this 17th day of July, 1990 A.D.

THIS INSTRUMENT IS EXECUTED BY THE FIRST NATIONAL BANK OF LOCKPORT NOT PERSONALLY BUT SOLELY AS TRUSTEE AS AFORESAID. ALL THE COVENANTS AND CONDITIONS OF THE INSTRUMENT CONTAINED HEREIN SHALL BE BINDING UPON THE TRUSTEE AS AFORESAID. THE TRUSTEE SHALL NOT BE RESPONSIBLE FOR THE PERFORMANCE OR NON-PERFORMANCE OF ANY OF THE COVENANTS OR PROMISES HEREIN CONTAINED. 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.

First National Bank of Lockport  
not individually but solely  
as Trustee as aforesaid.

B

*Nina J. Wroblewski*  
Assistant Secretary

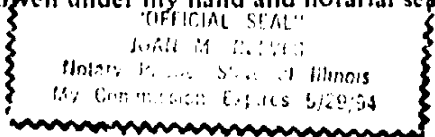
ATTEST:

*Nina Beavers*  
Vice Pres. ~~Trust Officer~~

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

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Donna J. Wroblewski, Trust Officer of First National Bank of Lockport, and Nina Beavers, ~~Assistant Secretary~~ of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ~~Trust Officer~~ then and there acknowledged that she, as custodian of the corporation seal of this Company, did affix the corporate seal of said Company to said instrument as her own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of July, 1990 A.D.



*Joan M. Beavers*  
Notary Public

My Commission expires: May 29, 1994

This instrument was prepared by: M. Prochenski/Colonial Bank/5850 W. Belmont/Chicago/IL  
(Name and Address)

*Mail to* →



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# UNOFFICIAL COPY

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## LEGAL DESCRIPTION

Lots 4 and 5 in Block 4 and that part of Lot 3 in said Block 4 South of a line described as follows: Commencing at the Northeasterly corner of said Lot 3, being the Southeasterly corner of Lot 2; thence Southeasterly along the Easterly line of said Lot 3, 21.8 feet; thence Southwesterly 48 feet and three eighths of an inch to the Northwest corner of said Lot 4 all in Clybourn Avenue Addition to Lake View and Chicago in the Northwest quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lot 1 in Block 4 in Clybourn Avenue addition to Lake View and Chicago in the Northwest quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as: 3060-66 N Clybourn Ave., Chicago, Il.

P.I.N.: 14-30-109-023

14-30-109-022

14-30-109-021

Property of Cook County Clerk's Office  
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