

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas First Illinois Bank of Wilmette, f/k/a The Wilmette Bank, u/t/a dated 11-1-84, Trust #TWB-0336

In order to secure an indebtedness of Twenty Six Thousand and no/100 Dollars  
\$26,000.00 DOLLARS, executed a note or even date here-  
with to All American Bank of Chicago

on the following described real estate:

LOT NOT 4594 IN ELK GROVE VILLAGE SECTION 15, BEING A SUBDIVISION IN SECTION 32, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON AUGUST 21, 1967 AS DOCUMENT NUMBER 20236026 IN COOK COUNTY, ILLINOIS

✓ PERMANENT TAX ID.#08-32-320-005

✓ COMMONLY KNOWN AS 1147 LEICESTER RD., ELK GROVE VILLAGE, ILLINOIS

THIS DOCUMENT PREPARED BY: PATRICIA A. STEFFENSEN, ALL AMERICAN BANK OF CHICAGO  
3611 N. KEDZIE, CHICAGO, ILLINOIS 60618

801520

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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and, whereas, the All American Bank of Chicago is the holder of said Trust Deed and the Note secured thereby.

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned,

First Illinois Bank of Wilmette f/k/a The Wilmette Bank, u/t/a dated 11-1-84, Trust #TWB-0336  
herby assign, transfer and set over unto the All American Bank of Chicago

3611 N. Kedzie, Chicago, Illinois

its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the said trustee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the said trustee and especially those certain leases and agreements and all the avails hereunder unto the said trustee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said trustee the agent of the undersigned for the management of said property, and do hereby authorize the said trustee to let and relet said premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said trustee may do.

It is understood and agreed that the said trustee shall have the power to use and apply said avails, income and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said trustee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expenses for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the said trustee will not exercise its rights under this Assignment until after default in any payment secured by the trust deed or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this Assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the said trustee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and ware to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said trustee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the said trustee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said trustee of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the 21st day of October, 19 88

ATTEST: King S. [Signature]  
Secretary

First Illinois Bank of Wilmette f/k/a The Wilmette Bank, u/t/a dated 11-1-84, (Seal)  
Trust #TWB-0336 AND NOT PERSONALLY  
[Signature] (Seal)  
V.P. & Trust Officer

ATTACHED EXONERATION RILEY IS INCORPORATED HEREINT

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UNOFFICIAL COPY

Assignment of Rents

First Illinois Bank of Wilmette,  
f/k/a The Wilmette Bank u/t/a  
dated 11-1-84, Trust #TWB-0336

WITH

American Bank of Chicago  
376 N. Kedzie  
Chicago, Illinois 60618

Form 1091 S

Property of Cook County Clerk's Office

EDNA W. ROSS  
Notary Public  
MY COMMISSION EXPIRES MAY 9, 1988

Given under my hand and notarial seal this 21st day of October, A. D. 1988.

personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Edna W. Ross  
MILDRED T. D. SMITH  
FIRST ILLINOIS BANK OF WILMETTE  
Vice, President of  
a Notary Public in and for said County in the State of Illinois, do hereby certify that

State of Illinois  
Cook

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

Given under my hand and notarial seal this day of A. D. 19

a Notary Public in and for said County in the State of Illinois, do hereby certify that

State of  
County of

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# UNOFFICIAL COPY

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against FIRST ILLINOIS BANK OF WILMETTE or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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FIRST ILLINOIS BANK OF WILMETTE  
WILMETTE, IL 60091

AS TRUSTEE UNDER TRUST NO. TWB-0136  
AND NOT PERSONALLY.

BY Robert A. Smith  
VICE PRESIDENT & TRUST OFFICER