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ASSIGNMENT OF RENTS

Know all men by these presents, that The Union National Bank and Trust Company of Elgin, 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 June 16, 1988 and known as Trust No. 1369 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 Elgin 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:

\$ 16.00

Lot 4 (except the West 10 feet) in Garden Court 11, being a resubdivision of Lot 3 and 4 of Northbrook Country Side Farmetts being a subdivision in the South West 1/4 and the Southeast 1/4 of Section 7, Township 42 North, Range 17 East of the Third Principal Meridian in Cook County, Illinois.

3644 Heritage Lane, Northbrook Il 04-07-401-059.
and does authorize irrevocably the above mentioned American National Bank of Elgin 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 and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereby

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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 avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said American National Bank of Elgin 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 Two Hundred Forty Thousand and no/100ths Dollars (\$240,000.00) secured by a Mortgage or Trust Deed dated the 1st day of April, 1991, conveying and mortgaging the real estate and premises hereinabove described to American National Bank of Elgin 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.

This Assignment of Rents is executed by The Union National Bank and Trust Company of Elgin 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 The Union National Bank and Trust Company of Elgin, 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

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convenants 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 this 1st day of April, 1991.

The Union National Bank and Trust
Company of Elgin not individually but
solely as Trustee as aforesaid.

BY: Theresa L Hardy, T.O.
Theresa L Hardy, Trust Officer
See attached exculpatory language

ATTEST:

R Scott Reining
R Scott Reining, Executive VP

Prepared by and return to:
Linda Bousson Willert
American National Bank of Elgin
24 E. Chicago Street
Elgin, Il 60120

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State of Illinois)
County of Kane) SS.

I, Lori L Shales, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Theresa L Hardy, Trust Officer and ~~XXXXXXXXXXXXXXXXXXXX~~ R Scott Reines, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Trust Officer and Executive VP, 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 Executive VP then and there acknowledged that he, as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as 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 10th day of June, 19 91 A.D.

Lori L. Shales
Notary Public

My Commission expires: Nov. 22, 1992



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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 the 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 the Union National Bank and Trust Company of Elgin 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 in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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