

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

91465516

Chicago, Illinois

August 12, 1991

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Know all Men by these Presents, that American National Bank & Trust Co of Chgo. an association

organized under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed or Deeds in

Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated August 1, 1985 and known as its trust

number 65395 (hereinafter called Assignor), 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, does hereby assign, transfer and set over unto

Albany Bank and Trust Company NA..

(hereinafter called the Assignee),

all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust 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 relating to the real estate and premises situated in the County of Cook, and described as follows, to wit:

LEGAL DESCRIPTION

PARCEL 1:

Lots 31 and 32 (except the Northerly 3.9 feet thereof) in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

3-018

PARCEL 2:

Lot 23 and that part of Lots 24, 25, and 26 that lies West of a line described as follows: BEGINNING at a point on the Northerly line of said Lot 26 said point being 14.06 feet Easterly (as measured on the Northwesterly line of Lot 26) from the North West corner of Lot 26; thence South on a straight line 157.62 feet to a point 25 feet Easterly (as measured on the Southeasterly line of Lot 24) of the South West corner of Lot 24 all in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

All the Easterly and Westerly 16 feet vacated alley said alley vacated by Document 17841079 recorded April 28, 1960 and dated April 19, 1960 lying Southerly of and adjoining Lot 31 and Northerly of and adjoining Lots 23 to 26 both inclusive and lying Westerly of the West line of land conveyed to the County of Cook in Document 11934103 and lying Easterly of the East line of Fern Avenue as dedicated by Plat of Subdivision, all in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois recorded September 15, 1923 as Document 8104900.

PARCEL 4:

The West 1/2 of the North and South 16 feet vacated alley said alley vacated by Document 17202237 recorded May 12, 1958 lying east of and adjoining Lots 31 and 32 lying South of the South line of the North 3.9 feet of Lot 32 extended East and lying Northwesterly of a line beginning at the South East corner of Lot 31; thence Northeasterly to the South West corner of Lot 30 all in Ogden and Plainfield Road Subdivision of part of the East 1/2 of the North West 1/4 of Section 2, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

and powers of Assignee hereunder, the Assignee hereby agrees to pay to the Assignor, in such order as said Assignee deems fit:

(1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

Prepared By: Gary A. Worcester, Senior Vice President
Albany Bank & Trust Co., N.A.
Chicago, Ill. 60625

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This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

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.

American National Bank and Trust Company of Chicago

THIS ASSIGNMENT OF RENTS, is executed by Albany Bank and Trust Company N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Albany Bank and Trust Company N.A. personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Albany Bank and Trust Company N.A., personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner 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 assigned 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.

American National Bank and Trust Company of Chicago

IN WITNESS WHEREOF, Albany Bank and Trust Company N.A., not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, at the place and on the date first above written.

ALBANY BANK AND TRUST COMPANY N.A.
as Trustee as aforesaid and not personally.

BY: [Signature]
Vice-President-Trust Officer

ATTEST: [Signature]
Assistant Cashier

ANNE M. MAUCHERT

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DEPT-01 RECORDINGS
14111 TRAN 3518 09/09/91 14:07:00
414.29
* 91-4-65013
COOK COUNTY RECORDER

91465516
STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, ANNE M. MAUCHERT,
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that
ANNE M. MAUCHERT, Vice-President-Trust Officer

American National Bank and Trust Company of Chicago
of Albany Bank and Trust Company N.A. and
Assistant Cashier of Albany Bank and Trust Company N.A., who are personally known to me to be
the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust
Officer, and Assistant Cashier, respectively, appeared before me this day in person and acknowledged
that they signed and delivered the foregoing instrument as their own free and voluntary act and as the
free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth;
and the said Assistant Cashier then and there acknowledged that he, as custodian of the corporate seal
of said Bank, did affix the 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 as Trustee as aforesaid for the uses and purposes
therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of September A.D. 19 1991
Anne M. Mauchert
Notary Public

Box No. 35

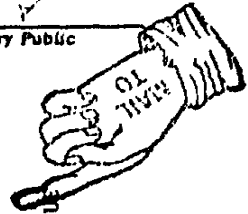
Assignment of Rents
ALBANY BANK AND TRUST
COMPANY N.A., IN CHICAGO

as Trustee
TO

14 Mail

Mauchert

ALBANY BANK AND TRUST
COMPANY N.A.
3400 WEST LAWRENCE AVENUE
CHICAGO 60625
312/267-7300



(1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) Interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

such order as said Assignee deems fit; and powers of Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in indemnify the Assignee against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation, proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior to any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, to the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, rents, and income of the property and every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and proper judgments, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises heretofore described, and together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises heretofore described force, and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said premises heretofore described, or of any part thereof, personally or by agent or attorney, as for condition before, and may, with or without Trust Deed or Mortgage, or before or after any sale hereunder, Assignee shall be entitled to take actual possession of the said real estate and 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 above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are declared to be due in accordance Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the other costs and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage have been fully paid.

and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises heretofore described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all

as Trustee or Mortgagee dated August 12, 1991

Albany Bank and Trust Company N.A.

Dollars, and interest upon

This instrument is given to secure payment of the principal sum of Seven Hundred Fifty Thousand and 00/100

certain loan secured by Mortgage or Trust Deed to

Commonly Known as 4146 S. First Avenue, Lyons, Illinois
PIN: 18-02-113-008, 18-02-113-010, 18-02-113-011, 18-02-113-012, 18-02-113-013, 18-02-113-015, 18-02-113-018

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UNOFFICIAL COPY

Box No. 25

Assignment of Rents

ALBANY BANK AND TRUST COMPANY N.A., IN CHICAGO

as Trustee

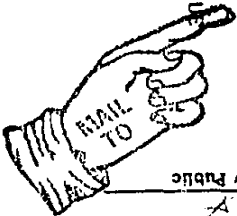
TO

ALBANY BANK AND TRUST COMPANY N.A.

3400 WEST LAWRENCE AVENUE

CHICAGO 60625

312/267-7300



91465516

STATE OF ILLINOIS COUNTY OF COOK

I, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that

W. MARSHALL WHELAN, Vice-President-Trust Officer

American National Bank and Trust Company of Chicago

Assistant Cashier of Albany Bank and Trust Company N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the 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 as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this

day of

A.D. 19

Notary Public

91465516

ANNE M. MARSHCHERT

Signature of Vice-President-Trust Officer

BY: Vice-President-Trust Officer

ALBANY BANK AND TRUST COMPANY N.A. as Trustee as aforesaid and not personally.

ATTEST:

Signature of Assistant Cashier

Assistant Cashier

DEPT-01 RECORDINGS \$14.29
T:1111 TRAN 3518 14:07:11
44112 4 A * - 9 1 - 4 6 5 5 1 6
COOK COUNTY RECORDER

THIS ASSIGNMENT OF RENTS, is executed by Albany Bank and Trust Company N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Albany Bank and Trust Company N.A., personally to pay the said Note or Notes or any interest thereon, or any indebtedness accruing thereunder or herunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now hereunder or the legal holder or holders of said Note or Notes and the owner 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 assigned 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.

This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. 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, 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.