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ASSIGNMENT OF RENTS

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Know all men by these presents, that Parkway Bank and Trust Company
Illinois Corporation, not personally but as Trustee under the Provisions of a deed or deeds in trust duly recorded and arlivered to said Company in pursuance of a Trust Agreement dated October 23, 1975

and known as Trust No. 3096

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 BY THIS REFERENCE INCORPORATED HEREIN.

and does authorize irrevocably the above mentioned Colonial Bank
in its own name to collect all of said avails, rents, issue and profits arising or accruing at any time hereafter, and all low due or that may hereafter become du 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 variancies, and to rent, lease or let any portion of said premises to any party or parties, at its discretion, hereog 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 indebedness 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 allo 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 critain loan fo \$80,000.00
and this instrument shall remain in full force and effect until said loan and the interest thereon and all othe 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.

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UNOFFICIAL COPY

This Assignment of Rents is executed by Parkway Bank and Trust Company 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, covenents, 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 Parkway Bank and Trust Company 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 futher understood and agreed that the I justee 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 11th day of September , 1991 A.D.
Parkway Bank and Trust Company, not individually but solely ar Tristee as aforesaid. BY: I A Land Company
AST VICE XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
OFFICER
State of Illinois)
) SS.
County of Cook)
1. the undersigned a Notary Public, in and for said County in the State aforesaid, do hereby certify that auannife DuPage . ASSISTANT VICE PRESIDENT AND LRUST OFFICER . and 10 ANN KURLASKI
Assistant Secretary of said Company, who are personally known to me to be the same persons whose names
are subscribed to the foregoing instifument as such Trust Officer and Assistant Status. Trusteely, 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 thambe
Given under the lateral day of September 19 91. A.D. "OFFICIAL SEAL" GLORIA WIELGOS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 08/25/95 Notary Public
My Commission expires: $\frac{8/25/95}{}$
This instrument was prepaired by: T. Richardson, Colonial Bank, 5850 W. Belmont, Chicago, IL.

(Name and Address)

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LEGAL DESCRIPTION

PARCEL 1:

LOT 12 (EXCEPT THE SOUTH 33-1/3 FEET THEREOF) IN LONG'S SUBDIVISION OF LOT 6 IN THE SUBDIVISION BY L. C. PAINE FREER (AS RECEIVER) OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2:

LOT 7 (EXCEPT THE NORTH 33-1/3 FEET THEREOF) IN BARTELME'S SUBDIVISION OF LOT 5 IN SUBDIVISION SY L. C. PAINE FREER (AS RECEIVER) AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

P.I.N.: 11-32-317-009

11-32-317-010

Sicago, IL. 6.

Some Stage 373 Commonly known as 6531 N. Newgar Chicago, IL.

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