

-91-494087

Know all men by these presents, that Columbia National Bank of Chicago, a 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 November 8, 1982 and known as Trust No. 1618 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 COLUMBIA NATIONAL BANK OF CHICAGO

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:

See attached Exhibit "A" for Legal Description.

Commonly known as: 5132 N. Elston, Chicago, Illinois

and does authorize irrevocably the above mentioned COLUMBIA NATIONAL BANK OF CHICAGO 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 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 COLUMBIA NATIONAL BANK OF CHICAGO

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 \$200,000.00 dollars secured by a Mortgage or Trust Deed dated the 18th day of September, 19 91, conveying and mortgaging the real estate and premises hereinabove described to COLUMBIA NATIONAL BANK OF CHICAGO 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.

Prepared by and Mail to:
Donna Weis
Columbia National Bank of Chicago
5250 N. Harlem Avenue
Chicago, Illinois 60656

RENTAL SERVICES # 91-494087

91-494087

1429

UNOFFICIAL COPY

My Commission Expires: 6/27/99
My Commission Expires 6/27/99
Notary Public, State of Illinois
LAURA L. KELLEY
OFFICIAL SEAL

[Signature]
Notary Public

Given under my hand and notarial seal, this 20th day of September, 1991 A.D.

the uses and purposes therein set forth.
free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for
seal of this Bank, did affix the corporate seal of said Bank to said instrument as the
own
then and there acknowledged that the, as custodian of the corporate
Trustee as aforesaid, for the uses and purposes therein set forth; and the said
instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as
appeared before me this day in person and acknowledged that they signed and delivered the said
are subscribed to the foregoing instrument as such Vice President and Trust Officers, respectively,
Trust Officer of said Bank, who are personally known to me to be the same persons whose names
do hereby certify that the, Vice President of
and the, Vice President of
a Notary Public, in and for said County in the State aforesaid,

State of Illinois)
) SS.
County of Cook)

[Signature]
CASHIER
ATTEST:

BY: *[Signature]*
as Trustee as aforesaid.
not individually but solely
COLUMBIA NATIONAL BANK OF CHICAGO
VICE PRESIDENT

dated at Chicago, Illinois, this 18th day of September, 1991 A.D.

This Assignment of Rents is executed by Columbia National Bank of Chicago
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 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 Columbia National Bank of Chicago
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.

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UNOFFICIAL COPY

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EXHIBIT "A"

UNITS 'S1', 'PS1', S2', PS2, 'S3', PS3, 'S4', PS4, 'S5', PS5, 'PG', 'PH', AND 'PJ' IN WINONA-ELSTON CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 19, 20, 21, 22, 23 AND 24 IN BARTELS AND GOLBECK'S ELSTON AVENUE SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25506685 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

Commonly known as: 5132 N. Elston, Chicago, Illinois

P.I.N.#: 13-09-407-082-1021
13-09-407-082-1031
13-09-407-082-1033
13-09-407-082-1023
13-09-407-082-1025
13-09-407-082-1027
13-09-407-082-1029
13-09-407-082-1022
13-09-407-082-1032
13-09-407-082-1024
13-09-407-082-1026
13-09-407-082-1028
13-09-407-082-1030

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