

ASSIGNMENT OF RENTS

14<sup>00</sup>

Know all men by these presents, that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Bank Association, 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 SEPTEMBER 15, 1991 and known as Trust No. 114531-07

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 THE FIRST NATIONAL BANK OF LINCOLNWOOD

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 LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

LEGAL DESCRIPTION ATTACHED TO ASSIGNMENT OF RENTS DATED OCTOBER 1, 1991 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE, UNDER TRUST NO. 114531-07 DATED SEPTEMBER 15, 1991 AND THE FIRST NATIONAL BANK OF LINCOLNWOOD

UNIT NO. 104, 105, 106, 107, 108 TO 111, 201 TO 212, 214 TO 216, 301 TO 311, 314 TO 315, 401 TO 412, 414 TO 416 IN 511 W. MELROSE CONDOMINIUM AS DEMONSTRATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 2 AND ALL OF LOT 3 IN GEORGE VON HOLLENS SUBDIVISION OF PART OF THE NORTH 1/2 OF LOT 2 OF THE ASSESSOR'S DIVISION OF LOTS 27 AND 28 IN PINE BLUFFE IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTHWEST CORNER OF LOT 3 AFORESAID THENCE RUNNING EAST ON THE NORTH LINE OF SAID VON HOLLENS SUBDIVISION AFORESAID 61 FEET AND 6 INCHES, THENCE IN A SOUTHEASTERLY DIRECTION TO A POINT IN THE SOUTH LINE OF LOT 2 AFORESAID 69 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 3, THENCE WEST ON THE SOUTH LINE OF SAID LOTS 2 AND 3 TO THE SOUTHWEST CORNER OF SAID LOT 3, THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 3 TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25716402 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for \$1,170,000.00 dollars secured by a Mortgage or Trust Deed dated the 1st day of OCTOBER, 1991, conveying and mortgaging the real estate and premises hereinabove described to CHICAGO TITLE AND TRUST COMPANY, TRUSTEE 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.

PROPERTY ADDRESS: 511 W. MELROSE, CHICAGO, ILLINOIS 60657

PERM. R.E. TAX ID #14-21-314-054-1001 TO 1055 INCLUSIVE

(M. GLAZER)

COOK - [Signature] THIS INSTRUMENT WAS PREPARED BY CHARLES A. GLENSTEIN 6401 NORTH LINCOLN AVENUE, LINCOLNWOOD, ILLINOIS

1991 OCT 17 AM 10:57

91541777

91541777

91541777

233

# UNOFFICIAL COPY

This Assignment of Rents is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 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 at Chicago, Illinois, this 1st day of OCTOBER, 1991 A.D.



AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee as aforesaid.

BY: [Signature]  
VICE PRESIDENT

ATTEST:

[Signature]  
TRUST OFFICER

State of Illinois )  
                          ) SS.  
County of Cook )

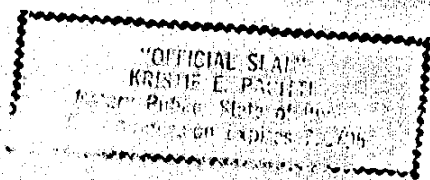
I, Kristie E. Pacitti a Notary Public, in and for said County in the State aforesaid, do hereby certify that MICHAEL WHIPPLE, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and Gregory S. Karpavik, Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, 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 Trust Officer 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 his 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 OCT 10 1991 day of OCT 10 1991, 19 91 A.D.

Kristie E. Pacitti  
Notary Public

My Commission expires: \_\_\_\_\_

FORM 2391



01541777

1991 OCT 17 AM 10:57

THIS INSTRUMENT WAS RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, ON OCTOBER 17, 1991.

(M. GLAZER)

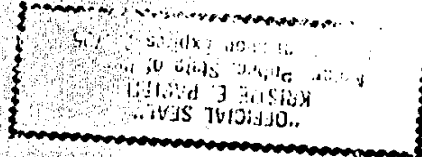
PROPERTY ADDRESS: 511 W. MELROSE, CHICAGO, ILLINOIS 60657  
PERM. R.E. TAX ID #14-21-314-054-1001 TO 1055

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for \$1,170,000.00 of OCTOBER 19 1991, conveying and mortgaging the real estate and premises herein-  
above described to CHICAGO TITLE AND TRUST COMPANY, TRUSTEE  
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.

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 judgment deemed proper and advisable.

THE FIRST NATIONAL BANK OF LINCOLNWOOD  
and does authorize irrevocably the above mentioned THE FIRST NATIONAL BANK OF LINCOLNWOOD  
in its own name to collect all of said avals, 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 en-  
force the payment of or the security of such avals, rents, issues and profits, or to secure and maintain posses-  
sion 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 avals,  
rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said  
THE FIRST NATIONAL BANK OF LINCOLNWOOD

UNOFFICIAL COPY



FORM 1291

My Commission expires: \_\_\_\_\_

Notary Public

Kristie E. Pacitti

Given under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1991, A.D.

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

hereby certify that \_\_\_\_\_, Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and \_\_\_\_\_, Trust Officer of said Company, who are personally known to me to be the same persons whose names are

State of Illinois )  
) SS.  
County of Cook )

Kristie E. Pacitti

TRUST OFFICER

ATTEST



VICE PRESIDENT

BY \_\_\_\_\_ as Trustee as aforesaid. AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely

dated at Chicago, Illinois, this 1st day of OCTOBER, 1991, A.D.

This Assignment of Rents is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 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 AMERICAN BANK AND TRUST COMPANY OF CHICAGO, 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 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.

22274316