

FIRST UNITED BANK - ASSIGNMENT OF RENTS
UNOFFICIAL COPY
ASSIGNMENT OF RENTS

SEE REVERSE SIDE E07738

EXCUMPTION CLAUSE IS ATTACHED HERETO AND MADE A PART HERE OF

Know all men by these presents, that Chicago Heights National Bank 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 1/9/61 and known as Trust No. 1604 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 **FIRST UNITED 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 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 grantor hereunder 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 assets thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

SEE ATTACHED LEGAL DESCRIPTION

P.I.N. 32-33-317-017 (Lot 11), 32-33-317-016 (Lot 12), 32-33-317-015 (Lot 13), 32-33-317-014 (Lot 14), 32-33-317-013 (Lot 15), 32-33-317-012 (Lot 16), 32-33-317-011 (Lot 17), 32-33-317-010 (Lot 18), 32-33-317-002 (Lot 19), 32-33-317-003 (Lot 20), 32-33-317-004 (Lot 21), 33-32-317-005 (Lot 22), 33-32-317-006 (Lot 23), 32-33-317-007 (Lot 24), 32-33-317-008 (Lot 25), and 32-33-317-009 (Lot 26), Volume 21.

and does authorize irrevocably the above mentioned **FIRST UNITED BANK** in its own name to collect all of said 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 moneys, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of the security of such 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 moneys, rents, issues and profits to the payment of any indebtedness or liability of the grantor, and 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. This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for \$80,000.00 dollars secured by a Mortgage or Trust Deed dated the 7th day of December, 1991, conveying and mortgaging the real estate and premises hereinafter described to **FIRST UNITED BANK** 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 Chicago Heights National Bank 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 or account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, of 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

Chicago Heights National Bank individually, or as Trustee shall have no obligation to see to the performance or nonperformance of any of the covenants or provisions herein contained, and shall not be liable for any 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 Crete Illinois, this 7th day of December 19 91 A.D.

Chicago Heights National Bank

not individually but solely as Trustee, as aforesaid.

By Jessie Kouchis
Trust Officer
Attest Patricia A. Dewey
Vice President and Cashier

REC'D COUNTY RECORDER
 200699-16-16-14 06924
 00:23:51 16/31/91 2695 WBL 992911
 00:14

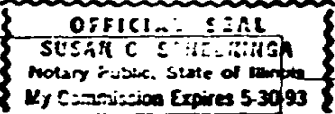
STATE OF ILLINOIS
 COUNTY OF WILL- COOK

I, Susan C. Scheeringa a Notary Public in and for said Country, in the state aforesaid, DO HEREBY CERTIFY, that Jessie Kouchis, Trust Officer

and Patricia A. Dewey, Vice President and Cashier of Chicago Heights National Bank to the foregoing instrument as such Trust Officer and Vice President and Cashier

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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth, and the said Vice President and Cashier then and there acknowledged that said Vice Pres. and Cashier as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Vice Pres. and Cashier 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 14th day of Dec 19 91

This document prepared by


Susan C. Scheeringa
Notary Public

DELIVER
 FIRST UNITED BANK
 P.O. BOX 400
 CRETE, IL 60417

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Box 387
9/4/91

UNOFFICIAL COPY

9 1 6 5 9 0 0 7

Lots 11 to 26, both inclusive, in Block 4 in Keeney's First Addition to Columbia Heights, a Subdivision of the South 1/2 of the Southeast 1/4 of Section 32 and the Southwest 1/4 of the Southwest 1/4 of Section 33, Township 35 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Permanent Index Nos.: 32-33-317-017 (Lot 11), 32-33-317-018 (Lot 12), 32-33-317-015 (Lot 13), 32-33-317-014 (Lot 14), 32-33-317-013 (Lot 15), 32-33-317-012 (Lot 16), 32-33-317-011 (Lot 17), 32-33-317-010 (Lot 18), 32-33-317-009 (Lot 19), 32-33-317-008 (Lot 20), 32-33-317-007 (Lot 21), 32-33-317-006 (Lot 22), 32-33-317-005 (Lot 23), 32-33-317-004 (Lot 24), 32-33-317-003 (Lot 25), and 32-33-317-002 (Lot 26), Volume 21.

Property Address: 39 East 33rd St., Steger, IL

(SEE REVERSE SIDE)

EXCULPATION CLAUSE IS ATTACHED
HEREIN AND MADE A PART HERE OF

Property of Cook County Clerk's Office

91659007

UNOFFICIAL COPY

THIS DOCUMENT IS ATTACHED
TO THE INSTRUMENT AS A PART HERE OF

Property of Cook County Clerk's Office

EXCULPATION CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that the representations, covenants, undertakings, and agreements herein made on the part of said Trustee are nevertheless not as personal representations, covenants, undertakings, and agreements by the Trustee or said Trustee personally but are made and intended for the purpose of binding only that portion of this instrument is executed and delivered by said Trustee not in its own right, but solely in its capacity as Trustee and that no personal liability or personal responsibility is assumed by nor shall at an Chicago Heights National Bank in Chicago Heights, Illinois, or any of the beneficiaries under said or on account of any representation, covenant, undertaking or agreement of the said Trustee in implied, all such personal liability, if any, being expressly waived and released.

The Chicago Heights

Not Individually but

By SAR

Form TR-8

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Cook County Clerk's Office