

UNOFFICIAL COPY

Rev 9-79

31082860

First National Bank of Wheaton
Land Trust
Assignment of Rents

The above space for RECORDER'S USE ONLY

Know all men by these Presents, that American National Bank & Trust Company of Chicago February 11, 1991 19 91
~~Colonial Bank & Trust Company of Chicago~~ ~~not personally but as Trustee~~
 under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement
 dated 3/4/88 and 9/6/90 and known as Trust Number 104817-03 and 1818 ~~Colonial Bank~~ ~~hereafter 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 First National Bank of Wheaton, a National Banking
 Corporation, having its office and place of business in Wheaton, Illinois, 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 may become 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 hereafter 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 State of Illinois, and described as follows, to wit:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF

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DEPT-01 RECORDING \$15.25
 T45555 TRAN 5258 02/22/91 10:25:00
 #2243 E * - 91 - 082860
 COOK COUNTY RECORDER

This Instrument is given to secure payment of the principal sum of **FIFTY THOUSAND DOLLARS AND 00/100**
 (\$50,000.00) Dollars, and interest upon a certain loan secured by the Mortgage or Trust Deed to

First National Bank of Wheaton, as Trustee or Mortgagee dated February 11, 1991 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 here-
 inabove described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and
 charges which accrued or may hereafter accrue under said Trust Deed or Mortgage have been paid.

This assignment shall not become operative until a default exists in the payment of the principal or interest, or in the performance
 of the terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

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 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 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 Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual
 possession of the said real estate and premises hereinafter described, or of any part thereof, personally or by agent or attorney, as for
 condition broken, and may with or without 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 Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any
 part of said real estate and premises hereinafter described together with all documents, books, records, papers, and accounts relating
 thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage
 and control the said real estate and premises hereinafter described, and conduct the business thereof. Assignee may, at the expense
 of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful altera-
 tions, additions, betterments, and improvements to the said real estate and premises as may seem judicious, and may insure and
 renew the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, in-
 cluding leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and 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 every
 such case the Assignee shall have full right to manage and operate the said real estate and premises, and to carry on the business
 thereof as the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of
 the property and any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs,
 renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assess-
 ments, insurance, and proper or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable
 compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee
 in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and
 such further sums as may be sufficient to 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 and powers of Assignee hereunder, the Assignee shall apply any and all moneys
 arising as aforesaid to the payment of the following items 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.

MAIL TO
 1ST NATIONAL BANK OF
 WHEATON
 1151 FARM BUSINESS ROAD
 WHEATON, ILL

MAIL TO
 1ST NATIONAL BANK OF
 WHEATON
 1151 FARM BUSINESS ROAD
 WHEATON, ILL

5/15/91 2 10/11

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NOTARY PUBLIC, State of Illinois
LORRAINE M. MURPHY
1991 FEBRUARY 14

COMMISSION EXPIRES:

*formerly known as Colonial Bank and Trust Company of Chicago

01828016

GIVEN under my hand and Notarial Seal this 14th day of February, 1991

act of said Banking Corporation for the uses and purposes therein set forth.
the corporate seal of said Banking Corporation to be affixed to said instrument as said
Assistant Secretary
Secretary, for the uses and purposes thereof; and the said Assistant
Corporation, for the uses and purposes thereof; and as the free and voluntary act and
Trust Officer and acknowledged that they signed and delivered the said instrument as
same persons whose names are subscribed to the foregoing instrument as such
Assistant Secretary, personally known to me to be the
Lorraine M. Murphy, Assistant Secretary
Maureen L. Prochenski, Assistant Secretary
DO HEREBY CERTIFY that the above named
I, the undersigned, a Notary Public in and for the County and State aforesaid,
County of Cook) ss.
State of Illinois)

By: [Signature] Vice-President
Ass: [Signature] Ass.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee
CORPORATE SEAL
BY: SEE SIGNATURE RIDER ATTACHED
and not personally
COLONIAL BANK, as Trustee, as aforesaid

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be
signed and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

THIS ASSIGNMENT OF RIGHTS is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the
exercise of the power and authority conferred upon and vested in it as such Trustee, hereby warrants that it possesses
full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note
contained shall be construed as creating any liability on the said Trustee personally to pay the said note or any interest that may
accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained,
all such liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right to security
hereunder, and that so far as the said trustee personally is concerned, the legal holder of holders of said note and the owner or owners
of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement
of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor
or co-maker if any.

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.
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 or 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 here-
under, at any time or times that shall be deemed fit.

01828016

THIS ASSIGNMENT OF RENTS is executed by COLONIAL BANK, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said First Party or on said COLONIAL BANK personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said COLONIAL BANK are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided, or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COLONIAL BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

***for property shown on Schedule A,
item (4).

COLONIAL BANK as Trustee as aforesaid,
and not personally.

BY:

Lorraine Nagle,

Trust Officer

Attest:

Maureen L. Prochenski

Maureen L. Prochenski, Asst. Secretary

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SCHEDULE "A"

- (1) Lot 20 in Block 24 in Walker's Subdivision of Blocks 1 to 31 Both Inclusive of W. B. Walker's Addition to Chicago in the Southwest $\frac{1}{4}$ of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
P.I.N. 13-14-324-019

Property Address: 4111 N. Lawndale, Chicago, Illinois

- (2) Lot 31 in Block 3 in A. H. Hill and Company's Northwestern Elevated Road Addition Subdivision of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{2}$ of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
P.I.N. 13-14-214-016

Property Address: 4515 N. Drake, Chicago, Illinois

- (3) Lot 7 in Block 24, in W. B. Walker's Subdivision of Blocks 1 to 31 Inclusive, of W. B. Walker's Addition to Chicago, in the Southwest $\frac{1}{4}$ of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, According to Map of Walker's Subdivision Recorded June 4, 1897, as Document Number 2547655.
P.I.N. 13-14-324-006

Property Address: 4143 N. Lawndale, Chicago, Illinois

- (4) Lot 40 in Block 3 in William Boldenwick's Addition to Under Der Linden Subdivision a Subdivision of Lot 5 in County Clerk's Subdivision of the East $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 24, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.
P.I.N. 13-24-121-009

Property Address: 3737 N. Richmond, Chicago, Illinois

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