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KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor, COMMERCIAL NATIONAL BANK OF BERWYN, not personally, but as trustee under Agreement dated 4/17/91 and known as Trust No. 910020 in consideration of One Dollar (\$1) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Assignee, COMMERCIAL NATIONAL BANK OF BERWYN, Berwyn, Illinois, a national banking association, 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 agreement for the use 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 Assignee under 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 Assignee, such rent being payable monthly in advance upon the property described as follows, to-wit:

PER ATTACHED

Permanent Index #19-06-216-004

Address of Property: SW Corner of 41st. St. & East Ave. Stickney, Illinois 60402

COOK COUNTY ILLINOIS

1991 MAY 14 PM 12:09

91226932

BOX 538 - TH

EXONERATION PROVISION RESTRICTING ANY LIABILITY OF THE COMMERCIAL NATIONAL BANK OF BERWYN STATED ON THE REVERSE SIDE HEREOF IS HEREBY EXPRESSLY MADE A PART HEREOF.

THIS INSTRUMENT WAS PREPARED BY

COMMERCIAL NATIONAL BANK OF BERWYN 3322 SO. OAK PARK AVENUE BERWYN, ILLINOIS 60402

BY: Roger C. Forcman, Sr. V.P.

72-89-766W

928180

The Assignor hereby irrevocably appoints the Assignee as his true and lawful attorney 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 the leases or agreements, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in his 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 his discretion, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the Assignor to the Assignee, 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 incumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

IN WITNESS WHEREOF, Commercial National Bank of Berwyn, 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 Secretary,

this 17th day of April, 1991

COMMERCIAL NATIONAL BANK OF BERWYN As Trustee as aforesaid and not personally,

By Carol Ann Wehor Trust Officer

Attest Timothy T. Fullerton

VICE SECRETARY

ASST SECRETARY

STATE OF ILLINOIS } COUNTY OF COOK }

ss.

14.00

I, Carol Wojtowicz a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that Carol Ann Wehor Trust Officer of the COMMERCIAL NATIONAL BANK OF BERWYN, and Timothy T. Fullerton

Asst Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Secretary and Secretary, 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 Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank, to said instrument, as said Secretary's 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.

CAROL WOJTOWICZ NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 6-16-92

Given under my hand and Notarial Seal this 16th day of May, 1991

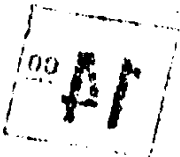
Carol Wojtowicz Notary Public

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# UNOFFICIAL COPY

This Document is signed by COMMERCIAL NATIONAL BANK OF BERWYN not individually, but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the COMMERCIAL NATIONAL BANK OF BERWYN personally, or as Trustee, to sequester any of the earnings, avails, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the COMMERCIAL NATIONAL BANK OF BERWYN is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the COMMERCIAL NATIONAL BANK OF BERWYN. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by COMMERCIAL NATIONAL BANK OF BERWYN as Trustee.

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

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That part of Block 10 in Nickerson's Subdivision of the East 1/2 of Section 6, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows: commencing at the North East corner of Block 10; thence South along the East line of Block 10 at a distance of 40.00 feet for a point of beginning; thence Northwesterly a distance of 38.18 feet to a point on the South line of the North 13 feet of Block 10; thence West along said South line of the North 13 feet a distance 133.10 feet to the North East corner of Lot 1 in Wesley Estates recorded December 13, 1976 as Document 23745557; thence South at right angles to the preceding line a distance of 110.00 feet to the South East corner of aforesaid Lot 1 in Wesley Estates; thence East along a line parallel with the North line of Block 10 a distance of 40.04 feet to a point on a line said line being parallel with and 120.00 feet West of the East line of Block 10; thence South along said parallel line a distance of 106.00 feet; thence East along a line parallel with the North line of Block 10 a distance of 120.00 feet; thence North along the East line of Block 10 a distance of 189.00 feet to point of beginning, all in Cook County, Illinois

Permanent Index #19-06-216-004

**Address or Property:**

SW Corner of 41st. St. & East Ave.  
Stickney, Illinois 60402

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