

ASSIGNMENT OF RENTS 91356994  
UNOFFICIAL COPY 91356994

Know all men by these presents, that La Salle National Trust N. A., 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 Bank in pursuance of a Trust Agreement dated January 29, 1991 and known as Trust No. 116075

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 hereinabove 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 AS EXHIBIT "A" AND MADE A PART HEREOF

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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

RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED June 26, 1991 (UNDER TRUST NO.) 116075

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., 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 personal now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE NATIONAL TRUST, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance 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. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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COLGATE NATIONAL BANK OF CHICAGO  
500 S. Wabash Avenue, Chicago, Ill.  
Member Federal Reserve System

THIS INSTRUMENT WAS PREPARED BY

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for \$150,000.00 dollars secured by a Mortgage or Trust Deed under said instrument, dated June 19, 1991, between National Bank of Chicago and the instrument described to Collateral National Bank of Chicago, all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

and this instrument shall remain in full force and effect until said loan and the instrument 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 conditions in said Mortgage or Trust Deed contained.

show all men by these presents, that we, the trustees, doth declare, that the said bank association, 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 January 29, 1941, and known as Trust No. 116075.

ASSIGNMENT OF RENTS  
1991-EE-18 AD-23 9-1356994  
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# UNOFFICIAL COPY

This Assignment of Rents is executed by LaSalle National Trust N.A., 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 LaSalle National Trust N.A. 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.

WITNESS WHEREUPON, the parties hereto have signed this instrument, dated at Chicago, Illinois, this 26th day of June, 1991 A.D.

91356994

JOSEPH T. FISHER, President of LaSalle National Trust N.A.  
LAWRENCE RILEY, Assistant Secretary of LaSalle National Trust N.A.

not individually but solely  
as Trustee as aforesaid.

BY:

ASSISTANT VICE PRESIDENT

ATTEST:

Assistant Secretary

WILLIAM B. DILLON

State of Illinois )

) SS.

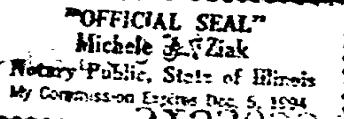
County of Cook)

I, Michele A. Ziak, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Corinne Bek, Assistant Vice President of LaSalle National Trust, N.A., and William B. Dillon, Assistant Secretary, Trust Officer 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 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of this Bank, did affix the corporate seal of said Bank to 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.

Given under my hand and notarial seal, this 5th day of July, 1991 A.D.

Michele A. Ziak  
Notary Public

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



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EXHIBIT "A" 9 1 3 5 6 9 9 4

PARCEL 1: Lots 1 through 5, inclusive and Lots 18 through 24, inclusive in Block 2 in Thomas O'Neil's Addition to Chicago in the Subdivision of the East 8.36 Acres of the Northeast Fractional 1/4 of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Lots 1, 2 and 3 in Block 2 of Mrs. Bridgette O'Neil's Subdivision of 4.80 Acres of the West 1/2 of the East 16.72 Acres of the Northeast Fractional 1/4 of Section 29, described in Parcel 1.

PARCEL 3: All that part of the vacated North and South alley which lies West and adjoining said Lots 1 through 5 in Block 2 in Thomas O'Neil's Subdivision and which lies East of adjoining said Lot 24 in Block 2 in Thomas O'Neil's Subdivision, said alley vacated by Ordinance recorded as Document Number 18466262 in Cook County, Illinois.

ADDRESS: 829 WEST 22ND PLACE, CHICAGO, ILLINOIS  
P. I. N. 17-29-202-004, 005, 006, 010, 011, 012, 013, 033, and 034

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