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THIS INSTRUMENT WAS PREPARED BY:

One South Dearborn Street Chicago, 11, 60603

C00870010 4#MAGA

## ASSIGNMENT OF RENTS

ITIBAN(**©** 

Comorato Officia One South Deartorn Street Chicago, Illinois 60603 Tolophonu (1 312 977 5000)

Arlington Heights County of and State of Illinoin, not personn by but as Trustee under the provisions of a Trust Agreement dated. June 12, , in consideration of a loan in the amount of

ONE BUNDRED NINETY SEVEN THOUSAND SIX HUNDRED AND NO/100---------

ASSIGNMENT OF THESE PRESENTS, that the undersigned,

NBD TRUST COMPANY OF TLL INDIS

Of the City of Artington Height State of Himoir, not personnly but as Trustee under the provision known as Trust No 4457 AH on considera ONE HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED At evidenced by a promessory unteraind serviced by a mortgage, both instructions does be reby sell, assign, tonsider and set over unto Cillanck corporation organized and existing under the laws of the United State.

The content of the contents is successful to the laws of the United State.

The content of the contents is successful to the laws of the United State. dollars(\$ dollars(\$ 197,600,00 ) evidenced by a promissory note and sectored by a mortgage, both instruments loaring oven data herowith, and other good and valuable consideration, does bereby sell, assign, tan sier and set over unto Cithank, Fidural Savings Bank, A Fidural Savings and Loan Assignia, a corporation organized and existing under the laws of the United States, or to its successors and assigns, (hereinafter referred to as the Association), all the rents, issues and profits new the and which may boreafter become due under or by virtue of any leave, whether written or serbal and whether now existing or hereafter use  $\psi$  (d), or any letting of or any agreement for the use or occupancy of any part of the following described premises:

THAT PART OF LOT I IN LAUREL ESTATES EUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE COUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE IL EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE EAST 48.71 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF A TRACT OF LAND BEING THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE MORTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE II EAST OF THE THIRD PLINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 1; THENCE DUE EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG THE SOUTH LINE OF SAID LOT 1, 441.65 FEET; THENCE DUE NORTH 377.15 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED: THENCE DUE NORTH, 52.75 FEET; THENCE DUE EAST 97.42 FEET; THENCE DUE SOUTH 52.75 CET; THENCE WEST 97.42 FEET TO THE PLACE OF BEGINNING

ALSO

PARCEL 2;

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL I AB SET FORTH IN THE DECLARATION OF PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTLICTIONS DATED AUGUST 12, 1976 AND RECORDED AUGUST 13, 1976 AS DOCUMENT 23597577 AND AS

more commonly known as

1707A Dennis Drive Mount Prospect, Illinois 60056 1992 JUN 29 PM 3: 28

IT IS UNDERSTOOD AND AGREED THAT THE ASSOCIATION WHIL NOT EXERCISE ANY OF ITS RIGHTS UNDER THIS ASSIGNMENT UNTIL AFTER DEFAULT UNDER THE TERMS OF THE AFORESAID PROMISSORY NOTE AND MORTGAGE.

It is the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the acads thereunder auto the Association, whether such looses or agroculous may have been becombined range behaveflor andle or agreed to, or which may be as de or agreed to by the Association under the power herein granted.

The undersigned does hereby invesceably appoint the Association the agent of the undersigned and consent that the Association meaning the management of said property, and may let and re-let said premises or any part thereof, according to its own discretion, and bring or defend any suits in connection with said premises in its own name, or in the name of the undenlyined, as it may consider expedient, and make such repairs to the premierous it may deem proper or advisable, and to do anything in and about said promises that the undersigned might do, bereby ratifying and confirming anything and everything that the Association may do.

## **UNOFFICIAL COPY**

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This ASSICNMENT OF RENTS is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but as frustne only, it is expressly understood and agreed by the perties hereto, anything contained therein to the contrary nutwithstanding, that each and all of the promises, covenants, undertakings and agreements figrain made are not intended as personal promises, covenants, undertakings and agreements of the said Trustee, nor as any admission that the said Trustee is entitled to any of the rents, issues, or profits under the said Truste, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues, or profits of or from said trust property. This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, as Trutee, 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 employers, an eccount hereof, or an 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 mortgages or holders of said Note and by all persons claiming by, now or hereafter claiming any right or security thereunder. It is understood and agreed that NBD TRUST COMPANY OF ILLINOIS, 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 ection or nonaction taken in violation of any of the covenants herein contained, and shall not be liable for any ection or nonaction taken in violation of any of the covenants herein contained.

It is also expressly inderstood and agreed by every person, firm or corporation claiming any interest under this document that NdO INUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way relief to, (1) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (11) any personal injury (including wrongful death) or property demage (real or personal) arising out of or related to such hazardous materials; (111) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (1v) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

NBD TRUST COMPANY OF ILLINOIS, as Trustee under Trust No. 4467-A4->, and not individually.

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RELEGIANE VICE PROSIDENTE PLANE OFFICE

ATTEST

or received Busine

Trust Officer

State of Illinois) ss. County of Cook | ss.

I, the undersigned, a Notary Public in and for said County in the State aforward, DO REREBY CERTIFY that the above Differs of NBD TRUST COMPANY OF ILLINOIS, who are personally known to mo to be the same persons whose names are subscribed to the foregoing instrument as such Mandatons Vice President/Trust Officer 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 corporation, as Trustee, as aforesaid, for the uses and purposes, therein set forth, and the said Trust Officer than and there acknowledged that he/she, as custodian of the Corporate Seal of said corporation, did affix the said seal to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of June 92

Matrice Hotary Public S

OFFICIAL SEAL "
FATRICIA A GENENZ
NOTARI PUBLIC, STATE OF ILLINOIS
MT COMMISSION EXP: 6/2/94

32365

It is understood and agreed that the Association may now and apply sold asynds, begins and profise toward the payment of any present or independences or liability of the undersigned to the Association, due or to become due, or that may becomize be contracted, and show toward the payment of all expenses and the case and management of said presides including taxon, associations and homerance promines which may in its pedgment be decided proper and advisable, and the undersigned done berely rightly and confirm all that the Association may do by viring Forcest. This assignment shall be binding upon and innic to the benefit of the liens, execution, administrators, successors and associated

the parties hereto and shall be construed as a covenant running with the hand and skall continue in full force and effect until all of the indebtodrous or hability of the andersigned to the Association shall be fully paid, at which time this assignment shall terminate.

The failure of the Association to exercise any right which it might exercise horomoles shall not be deemed a warren by the Association of its right of exercise thereafter.

THIS ASSIGNMENT is exceeded by the inderinging Trustee, not personally but or Trustee under the terms of the aforesaid Trust Agreement, and it is expressly understood and agreed by the parties borde, anything beloft to the contrary notwithstanding, that one hand all of the coverants, undertakings and agreements of the Trustee in its individual corporate capacity, but as coverants, undertakings and agreements of the Trustee in its individual corporate capacity, in as coverants, undertakings and agreements of the Trustee in the such Trustee, and no pursonal bability or personal insponsibility is assumed by, nor shall at any time be asserted or outforced against the Trustee in its individual expositive apparity, or against any agent or outpoyen of the said Trustee, or account latinit, or our account of any coverant undertaking or agreement horizon contained, of the expressed or implied, all such personal hability, if any, being horsely expressly waived and released by the parties or holders have a hability and by all persons channing by or through or while said parties or holders shall host solely to the end of substants herein described, and the avails, issues and profits thereof a forestron.

UBD TRUST COMPANY OF ILLINOIS

ingermad, o hogideetting , A iv., 19-92 IN WITNESS WHEREOF. not parsonally but as Trustee as are escal, has caused these presents to be signed by the President and its corporate soul to be an emite affixed and affected by its Secretary this June 16th NBD TRUST COMPANY OF ILLINOIS not personally, but us trustee us aforesaid EXAMPLATION PROPERTIES IN THE THIRD 115 Miles 15. STATE OF ILLINOIS 88: COUNTY OF , a Notary Public mand to. To said County in the State of cosaid, Do HEREBY CERTIFY THAT , personally known to me to be the President and imprectively of in which make, as Trustee, the above and longoing instrument is executed, appeared before the this lay in person and acknowledged that they signed and delivered the said instrument as then free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aloresaid, for the uses and purposes therein set forth, and caused the corporate seal of said corporation to be thereto affixed.

GIVEN under my hand and Notarral Soul this

day of

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CEUBANK FUEM 1696 A. PAGE /

My Commission Explins:

Notary Public

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## CONTINUATION OF LEGAL DESCRIPTION

CREATED BY TRUSTEE'S DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 4, 1976 AND KNOWN AS TRUST NUMBER 51245 TO BARBARA SHERMAN AND REXORDED JULY 25, 1977 AS DOCUMENT 24026437, FOR INGRESS AND FERESS, ALL IN COOK COUNTY, ILLINOIS.

TAX I.D. # 08-22-204-017-0000

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