

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as trustee under trust agreement dated 6-17-76 the owners of the premises described on Exhibit "A" attached hereto (hereinafter called "Assignor"), do hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, sell, assign, transfer, and set over unto NORTH COMMUNITY BANK 3639 N. Broadway, Chicago, IL. 60613 an Illinois Banking Corporation (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of the Note secured by the Mortgage made by Assignor to Assignee, dated July 22, 1992, and recorded in the Office of the Recorder of Cook County, Illinois, all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or verbal, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignee, under the power hereby granted and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby appoint irrevocably said Assignee, true and lawful agent in its name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or verbal, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises, and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine on account of the following:

- 1. Expenses and attorney's fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.
2. Expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.
3. Taxes and assessments levied against said premises.

First Chicago Trust Company of Illinois is the Successor Trustee to First Chicago Bank of Ravenswood, formerly known as Bank of Ravenswood and all references within this document to Bank of Ravenswood shall be deemed to mean First Chicago Trust Company of Illinois.

BOX 333

THIS DOCUMENT IS PREPARED BY : NORTH COMMUNITY BANK 3639 N. Broadway, Chicago, IL. 60613

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4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE CAUSED THESE PRESENTS TO BE SIGNED BY EACH ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

FIRST CHICAGO TRUST COMPANY of ILLINOIS, as trustee under
its Trust No. 2091 and not individually.

By Martin S. Edwards Vice President
and [Signature] Trust Officer

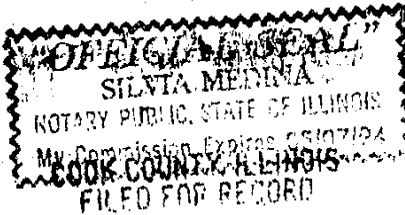
Trustee's Expiration Rider AH

STATE OF ILLINOIS, Cook COUNTY ss:

I, Silvia Medina, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT MARTIN S. EDWARDS, S.U.P. and Mario V. Gotanco Trust Officer of First Chicago Trust Company of Illinois

PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) et al SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT they SIGNED AND DELIVERED THE SAID INSTRUMENT AS their FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS 9th DAY OF August, 1992 MY COMMISSION EXPIRES:



Silvia Medina
NOTARY PUBLIC

PREPARED BY/DELIVER TO

1992 AUG 25 AM 10:19

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EXHIBIT A

LEGAL DESCRIPTION

Lot 23 (except that part conveyed by Document Number 10732429 to the City of Chicago for widening Ashland Avenue) in Block 4 in Fullerton's Second Addition to Chicago, being a Subdivision of that part of the South 1/2 of the South East 1/4 of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian, lying East of the Chicago and Northwestern Railway and of Part lying West of said Railway and East of Clybourn Avenue, according to Map recorded in Book 15 of Plats, Page 10, in Cook County, Illinois.

TAX ID NO. 14-30-408-046

PROPERTY ADDRESS: 2500 N. Ashland, Chicago, IL.

Property of Cook County Clerk's Office

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ASSIGNMENT OF RENTS EXONERATION RIDER 92627558

THIS ASSIGNMENT OF RENTS is executed by **First Chicago Trust Company of Illinois**, not personally by as Trustee as aforesaid in the exercise of the power and authority conferred and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said deed or in said note contained shall be construed as creating any liability on the said **First Chicago Trust Company of Illinois** personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or 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 **First Chicago Trust Company of Illinois** personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said trust deed and note provided.

signed Herein And Made A Part Hereof

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