

KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor, COMMERCIAL NATIONAL BANK of BERWYN, not

personally, but as trustee under Agreement dated Dec. 16, 1985, and known as Trust No. 850781, 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 letting of, 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:

Parcel 1: Lots 14 to 19, Both Inclusive, in Block 20 in Berwyn, Being a Subdivision of part of Section 31, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 1, 2, 3, and 4 in Judland's Resubdivision of Lots 1, 2 and 11 and the vacated alley adjoining the West line of Lots 1 and 2, in Block 50, in the Subdivision of Blocks 45, 47, 48, 50, 51 and 52 in that part of the Circuit Court Partition lying in Section 31, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Index Nos: 16-31-307-023 (Lot 19), 16-31-307-024 (Lot 18), 16-31-307-025 (Lot 17), 16-31-307-026 (Lot 16), 16-31-307-027 (Lot 15), 16-31-307-028 (Lot 14), 16-31-315-005 (Lot 4), 16-31-315-006 (Lot 3), 16-31-315-007 (Lot 2), 16-31-315-008 (Lot 1)

6800-6810 & 6801-6813 Ogden Ave.
Berwyn, IL 60402

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.

DEPT-01 RECORDING \$23.50
T#5555 TRAN 6011 01/06/92 12:38:00
\$5275 E * -92-006635
COOK COUNTY RECORDER

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 all 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 Vice President, and its corporate seal to be hereunto affixed and attested by its Secretary.

this 1st day of Nov. 19 91

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

By Carol Ann Weber, Trust Officer
Attest Timothy T. Fullerton, Asst. SECRETARY

STATE OF ILLINOIS
COUNTY OF COOK
DuPage

I, Carol Wojtowicz
a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that
Carol Ann Weber, 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 President 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, as aforesaid, to the said instrument, as the 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.

OFFICIAL SEAL
CAROL WOJTCOWICZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/24/93

Given under my hand and Notarial Seal this 1st day of Nov. 19 91
Carol Wojtowicz
Notary Public

9350
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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

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Prepared by: J Mail to:
K. Zape
Commercial Nat'l Bank of Berwyn
3322 S. Oak Park Ave
Berwyn, IL 60422

