UNOFFICIAL COPY 92095442

ASSIGNMENT OF RENTS

Know all men by these presents, that Chicago Title and Trust Company, not personally, but as Trustee U/T/A dated 12/20/91 and known as Trust #1097048

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 SOUTH SHORE BANK, 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 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 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:

The West 52 feet of Lot, 39 (except the West 17 feet thereof) in Division 4 of the South Shore Subdivision of Section 30, Township 38 North; Rango 15, East of the Third Principal Meridian, In Cook County, Allaois.

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and does authorize irrevocably the above mentioned SOUTH SHORE BANK 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 least 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 fuch 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, it its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times normafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said SOUTH SHORE BANK, or its agents, due or to become due, or that may hereafter on contracted, and also to the payment of all expenses and the care and management of said premises, which may be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for Fifty Six Thousand and NO/100----a Mortgage or Trust Deed dated the 17th day of January, 19 92 , conveying and mortgaging the real estate and bremises herein above described to Chicago Title and Trust Company and this instrument shall described to Chicago Title and Trust Company and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or TrustDeed have fully been paid.

This assignment shall be operative only in the event of a detault 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 convenants in said Mortgage or Trust Deed contained.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contary mounthstanding, that each and all of the warranties, indemnties, representations, covenants, undertaking; and agreements herein made to the part of the Trustee while in form parporting to be the warranties, indemnties, representations, covenants, undertakings and agreements of said Trustee are to evertheless each and every one of them, made and intended not as personal warranties, indemntites, representations, covenants, undertakings and agreements by the Trustee or to the purpose of with the intention of binding said Trustee personally described herein, made and intended for the purpose of binding only that portion of the trust property specifically described herein, and expossibility is assumed believed by suid-Trustee not in its own tight, but solely in the exercise of the powers contented upon it as such Trustee; and that no personal hability of personal expossibility is assumed by nor shall at any time be ascerted or enforceable against the Chicago Trite and Trust Company, on account of this instrument of any warranty, indemnity, representation, coverant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal hability, if any, being expressly warved and released.

IN WITNESS WHEREOF, Chargo Title and Trust Company, not personally but as Trustee as alone and, has caused these presents to be signed by its Assistant Vice-President, and its corporate to be bereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHRAGO TITLE AND TRUST COMPANY, AS TABLES AS AFORESARD HIS HOSPITARY
ASSISTANT VICE-PRESIDENT
ASSISTANT SECRETARY

Corporate Scal

Same and

STATE OF ILLINOIS.

"OFFICIAL SEAL"

Shella Davenport Notary Public, State of Illinois My Commission Expires 10/7/95 Assistant security and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary or the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before the tail distribution as their on tree and voluntary act and as the free and stintent are active and as the free and state for said Company for the uses and purposes therein set forth, and the said Assistant Secretary then and there acknowledged that twa said Assistant Secretary the own free and state of a said company, caused the corporate seal of said Company to be affixed to said unstrument as and Assistant Secretary to own free and softmant as and assistant Secretary to own free and softmant as and assistant Secretary to own free and softmant as and assistant Secretary to own free and softmant as a side of said Company for the uses and purposes therein seeded.

Given under my hand and Nommal Seal this day of 1992.

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Chicago, III. GOL 10 YOU FRIEND SON The South Share Frank Of Chicago

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Motery Public bread every from all to consider to the to bread could be to the to control could be to the to :OT LIAM THE MATRUMENT WAS PREBARED BY This Instrument prepared by: 61 Civen under my hand and wetstal seal this purposes therein set forth. to me to be the same person whose name this day in person and acknowledge that signed and voluntary act, for the uses and instrument as I, and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF ILLINOIS

COUNTY OF COOR

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