

UNOFFICIAL COPY

92096202

ASSIGNMENT OF RENTS

Know all men by these presents, that CAPITOL BANK AND TRUST, an Illinois Banking Corporation, not personally but as Trustee under the Provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated APRIL 16, 1991 and known as Trust No. 2198 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 FIRST SECURITY TRUST AND SAVINGS 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 hereinafter 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:

LOTS 2 AND 3 IN LIDA ORTLEPP'S SUBDIVISION OF LOTS 20 TO 23 IN BLOCK 25 OF OGDEN'S ADDITION TO CHICAGO IN THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS: 1162-64 W. GRAND AVENUE CHICAGO, ILLINOIS 60622

P.I.N.: 17-08-237-010-0000 AND 17-08-237-011-0000

RECORDED IN BOOK 10832 PAGE 10832

and does authorize irrevocably the above mentioned FIRST SECURITY TRUST AND SAVINGS 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 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 to the payment of any indebtedness or liability of the underigned to the said FIRST SECURITY TRUST AND SAVINGS BANK

or its agents, 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 encumbrances, if any, 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 FOUR HUNDRED TWENTY NINE THOUSAND dollars secured by a Mortgage or Trust Deed dated the 8TH day of MAY 19 91, conveying and mortgaging the real estate and premises hereinabove described to FIRST SECURITY TRUST AND SAVINGS BANK 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 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 covenants in said Mortgage or Trust Deed contained.

THIS DOCUMENT PREPARED BY SANTE DE PACE FOR FIRST SECURITY TRUST & SAV. BANK 7315 W. GRAND AVE. ELMWOOD PARK, IL. 60635

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BOX 333

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This Assignment of Rents is executed by CAPITOL BANK AND TRUST 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 person now or hereafter claiming any right or security thereunder. It is understood and agreed that CAPITOL BANK AND TRUST, 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.

dated at Chicago, Illinois, this 22ND day of MAY, 1991 A.D.

CAPITOL BANK AND TRUST,
not individually but solely as Trustee as aforesaid.

BY: [Signature]
Vice President and Trust Officer

This instrument is executed by CAPITOL BANK AND TRUST OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by CAPITOL BANK AND TRUST OF CHICAGO are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against CAPITOL BANK AND TRUST OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

ATTEST:

[Signature]
ASSISTANT TRUST OFFICER

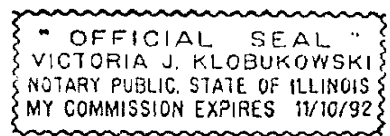
State of Illinois)
) SS.
County of)

I, Victoria J. Klobukowski, a Notary Public, in and for said County in the State aforesaid, do hereby certify that EDWARD J. LUCAS, Vice President and Trust Officer of CAPITOL BANK AND TRUST, and SHARON K. CROWLEY, Assistant Trust Officer of said Company, 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~~ Trust Officer and Assistant 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then and there acknowledged that said Assistant Trust Officer as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as HER own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 22ND day of MAY, 1991 A.D.

Victoria J. Klobukowski
Notary Public

My Commission expires: November 10, 1992



Mail to
HARRY J. SMITH JR.
9618 FRANKLIN AVE.
FRANKLIN PARK, IL 60131

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