

UNOFFICIAL COPY Assignment of Rents

KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor, Cole Taylor Bank as Trustee Under Trust Agreement dated June 18, 1993 and known as Trust No. 93-2044

of the City of Burbank County of Cook and State of Illinois 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, Cole Taylor Bank

of the City of Chicago County of Cook and State of Illinois his executors, administrators 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 and especially those certain leases and agreements now existing as follows, to-wit:

DATE OF LEASE	LESSOR	TERM	MONTHLY RENT
July, 1993	MID WAY	Moving + Storage	\$2114
19			\$
19			\$
19			\$
19			\$
19			\$

such rent being payable monthly in advance on the property described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

COOK COUNTY, ILLINOIS
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and the Assignor hereby irrevocably appoints the Assignee as his true and law (u) attorney to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or to become due under each and every the leases or agreements, written or verbal, existing or to hereafter exist to the premises, and to use such measures, legal or equitable, as in his discretion may be deemed proper or necessary to enforce the payment of 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 in his discretion, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted, 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 any 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. Cole Taylor Bank, not personally, but as Trustee

GIVEN under hand and seal this 28th day of June 19 93

By: Lucille C. Hart ATTEST: Constance E. Concedius
Land Trust Officer (SEAL) Land Trust Administrator (SEAL)

STATE OF _____ }
County of _____ } ss. _____ a notary public in and for said County, in the State of Illinois, do hereby certify that _____ Exonerate provision restricting any liability of _____ hereof or attached hereto is hereby expressly made a part hereof.

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ day of _____ 19 _____

Notary Public

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Property of Cook County Office

EXCULPATORY CLAUSE

It is hereby understood and agreed by and between the parties herein, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, covenants, undertakings and agreements herein made on the part of the Trustee with in hereinafter to be the warranty, indemnity, representations, covenants, undertakings and agreements of said Trustee are not intended each and every one of them, made and intended as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in his own right, but solely in the exercise of the powers conferred upon him by said Trustee; and that no personal liability or personal responsibility is assumed by nor shall it ever be asserted or enforceable against Cole Taylor Bank under said Trust Agreement, or account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, or such personal liability, if any, shall be waived and released.

COLE TAYLOR BANK

Assignment of Rents

Send to:
Cole Taylor Bank
Attn: Leane Struchen
7601 S. Cicero Ave
Chicago, IL 60652

1/27/77

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EXHIBIT "A"

That part of Lots 3 and 4 in Block 2 in Buena Park, a Subdivision in the West Half of the South East quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian described as follows: Commencing at a point in the Westerly line of Broadway 30 feet North from the South line of said Lot 4 (measured at right angles to said South line), running thence west on a line parallel to the South line of said Lot 4 to the West line of said Lot at a point 30 feet North of the Southwest corner of said Lot, running thence East upon North along the West line of said Lots 3 and 4, 66 feet 10 1/2 inches, running thence East upon a line parallel with the South line of said Lot 4 to the Westerly line of Broadway, running thence South Easterly along the Westerly line of Broadway to the place of beginning in Cook County, Illinois.

Commonly known as: 4122 N. Broadway, Chicago, Illinois
P.I.N. 14-17-403-024-0005

Cook County Clerk's Office

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Lucille C. Hays, Trust Officer of Cole Taylor Bank and Constance E. Conditine, Land Trust Administrator of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Land Trust Administrator, 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 Trust Officer and Land Trust Administrator then and there acknowledge that Land Trust Administrator, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his/her own free and voluntary act as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28 day of June, 1993.

Jean S. Mach
Notary Public

OFFICIAL SEAL
JEAN S. MACH
NOTARY PUBLIC STATE OF ILLINOIS
MY COM. EX. 277 JUNE 18, 1973

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