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KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor, Heritage Pullman Bank and Trust Company, as Trustee under Trust Agreement dated December 5, 1963 and known as Trust No. 71-80057 , of the

City Chicago County of Illinois

Cook and State of , in consideration of One Dollar (\$3) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby self,

assign, transfer and set over unto the Assignee. Independence Bank of Chicago

City of the Cook

13 and State of

Chicago []]inois

County of , his executors,

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Above Space Lor Recorder's Use Only

administrators and pissays, all the avaids, rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whither written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises heremafter de cribed, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Assigner 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 XXX allows as and

DATE OF LEASE

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such rent being payable monthly in advance with respect to the premises described as follows, to-wat:

Lots 21, 22, 23 and 24 in Block 15 in S.E. Cross' Subdivision of Blocks 15, 16, 17, 18 and the North 1/2 of Blocks 23 and 24 of Dauphin Park Addition, a Subdivision in the East 1/2 of the Northeast 1/4 of Section 3, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illino's

Permanent Real Estate Index Number(s):

25-03-211-042 ww 24-03-211-043

Address(es) of premises: 8806 and 8810 South Cottage Grove Avenua, Chicago, IL

and 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 accroing at any time herealter, and all now due or that may berealter become due under each and every the leases or agreements, written or verbal, existing or to herealter exist, for said piemise,, 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 there, and to fill any and all sacanetes, and to rent, lease or let any portion of said premises to any parties at his discretion, hereby granting full power and authority to excress each and every the rights, privileges and powers herein granted at any possession and to reach the excress each and every the rights, privileges and powers herein granted at any possession. without notice to the Assignor, and turther, with power to use and apply said avails, issues and profits to the payment of any indebtedness or hability of the Assignor to the Assignee, due or to become due, or that may hereafter be con the ted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest of membrances, it any, which may in said attorney's indigment be deemed proper and advisable, hereby rutifying all that said attorney may do by sintuc hereot. Exculpation Execution Clause and Acknowledgment executed by the Assignor attached hereto is made a part hereof by this reference thereto.

GIVEN under this day of 19

STATE OF m and for said County, in the State aforesaid, Do Hereby a notary public

County of C'eztaly that

personally known to me to be the same person before me this day in person, and acknowledged that Whose name

ubscribed to the foregoing instrument, appeared signed, scaled and delivered the said instrument as

Given under his hand and official seal this

free and voluntary set, for the uses and purposes therein set forth

day of

. 19

Herbert H. Fisher, 205 West Wacker Drive, Chicago, It. This instrument was prepared by INAME AND ACCORDING

CHARGE ON THE REVENSE SEED AS

## **UNOFFICIAL COPY**

EXCULPATION EXECUTION CLAUSE AND ACKNOWLEDGEMENT TO ASSIGNMENT OF RENTS TO INDEPENDENCE BANK OF CHICAGO DATED JULY 13, 1993

THIS ASSIGNMENT OF RESTS is executed by the Heritage/Pullman Bank and Trust Company, 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 December 5, 1963 and known as Trust Number 71-80057, in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said Note  $\begin{bmatrix} V_i & J_j \\ V_i & J_j \end{bmatrix}$  contained shall be construed as creating any liability on the said  $\begin{bmatrix} V_i & J_j \\ V_j & J_j \end{bmatrix}$ Borrower or on said Heritage/Pullman Bank and Trust Company personally to pay the said Note or any interest that may addruce thereon, or any indebtedness accruing hereunder, or to perform any 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 the borrower and its successors and said Heritage/Pullman Bank and Trust Company personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look soilly to the premises hereby conveyed for the paument thereof, by the enforcement of the lien hereby liability of the guarantors, if any.

IN WITNESS WHEREOF, Heritage/Pullman Bank and Trust Company, not corporate seal to be hereunto affixed and attested by its/A with the Secretary, the date and year first above written.

> Heritage/Pullman Bank and Trust Company ASSI. Vice PRESIDENT

Attesti

aruner Kunst ABSISTANT SECRETARY

STATE OF ILLINOIS ) )88: COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named/Aspissant President and Assistant Secretary of the Heritage/Dullman Bank and Trust Company, corporation, personally known to be me to be the same persons whose names are subscribed to the foregoing instrument as such /Vide President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed any delivered the same instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and that said Assistant Secretary then and there acknowledged that said Assistant Secretary, as oustodien of the corporate seal of the corporation, caused the corporate seal of said corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of July, 1993.

> **New** Notary

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## **UNOFFICIAL COPY**

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This Agreement is signed by Horlenge Pullman Bank and Trust First A. Took is.

Otherwise in s.

And I pay 120 cm.

And I pay 120 c Company not individually but solely as Trustee under a certain Trust of a comment known as Trust No. 21 800 2

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