

UNOFFICIAL COPY

93106872

93106872

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor, HARRIS TRUST AND SAVINGS BANK, TRUSTEE D/T/A/ #95197, DTD. 1/15/93

of the Village of Wilmette, County of Cook and State of Illinois, in consideration of One Dollar (\$1.00) 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, HARRIS BANK WILMETTE N.A. of the Village of Wilmette, 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
			DEPT-01 RECORDING \$25.50
			T45555 TRAN 7076 02/09/93 11:34:00
			\$6443 * -93-106872
			COOK COUNTY RECORDER

Exoneration provision restricting the liability of Harris Trust and Savings Bank, as stated hereto, in this document, is hereby approved.

93106872

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

THE SOUTH 100 FEET OF LOTS 22 AND 23 AND THE SOUTH 100 FEET OF THE EAST 20 FEET OF LOT 24 (EXCEPT FROM SAID PREMISES ANY PORTION THEREOF IF ANY FALLING IN THE NORTH 100 FEET OF SAID LOTS) IN THE BLOCK 2 IN LYON, GILBERT AND WOODFORD'S ADDITION TO EVANSTON IN THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IS COOK COUNTY, ILLINOIS.

PIN: 10-13-225-022

PROPERTY COMMONLY KNOWN AS: 1700 ABBURY AVENUE, EVANSTON, IL 60201

and the Assignor hereby ~~irrevocably appoints~~ ^{may not} the Assignee, as his true and lawful attorney, 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 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 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 say in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

GIVEN under hand and seal this ~~XXXXXX~~ 4th day of February, 1993.

HARRIS TRUST AND SAVINGS BANK, TRUSTEE
D/T/A #95197, DATED 1/15/93

By: [Signature]
ASSIGNOR'S VICE PRESIDENT

[Signature]
ASSIGNEE'S VICE PRESIDENT

25.50
C/S

UNOFFICIAL COPY

STATE OF Illinois
COUNTY OF Cook SS

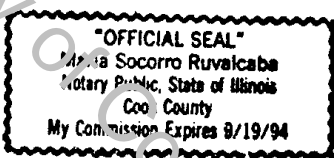
I MARIA S. RUVALCABA

a notary public in and for said County, in the State aforesaid, do hereby certify that GLENN I. BECKER

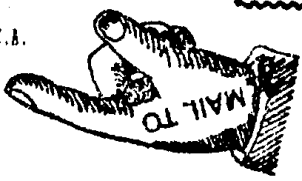
ADJUTANT VICE PRESIDENT
personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 4th day of Feb. 1993

Maria Socorro Ruvalcaba
Notary Public



Prepared by and mail to:
J.P. Svenson
Harris Bank Wilmette N.A.
1701 Sheridan Road
Wilmette, IL 60091



EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank, not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

93168872