

93 MAR 12 PM 1:29 ASSIGNMENT OF RENTS

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Chicago, Illinois January 15, 1993

Know all Men by these Presents, that DEVON BANK, a corporation of Illinois, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 8, 1986 and known as its trust number 5289 (hereafter called Assignor) in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto JEFFERSON STATE BANK, an Illinois Banking Corporation, (hereinafter called the Assignee), all the rents, earnings, income, issues and profits, if any of and from the real estate and premises hereinafter described, which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rents, earning and income arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of Cook and State of Illinois, and described as follows to wit:

Unit Nos. 524-GW, 524-GF, 3145-GN, in the CAMBRIDGE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

Lot 7 (except the West 22 feet therefor for street) and the West 46 Feet of Lot 8 in Block 3 in Owners Division of Bruckmann and Gehreke's Subdivision in the East 1/2 of the North West 1/4 and the North East Fractional 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document 87669513 together with its undivided percentage interest in the common elements.

PIN: 14-28-103-062-1004 (Unit: 3145-GN); 14-28-103-062-1016 (Unit: 524-GW);

14-28-103-062-1014 (Unit: 524-GF)

Commonly known as: 3145-47 N. Cambridge and 22-24 W. Briar, Chicago, Illinois 60657.

This instrument is given to secure payment of the principal sum of FORTY THOUSAND AND 00/100 Dollars, and interest upon a certain loan secured by Mortgage or Trust Deed to JEFFERSON STATE BANK as Trustee or Mortgagee dated January 15, 1993 and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinabove described. 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 or may hereafter accrue under said Trust Deed or Mortgage have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed or Mortgage herein referred to as in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are declared to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien or said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described or of any part thereof, personally or by agent or attorney as for condition broken, and may, with or without force, and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alteration, additions, betterment and improvements to the said real estate and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or only ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents and income of the property and any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterment, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable

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others employed by reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation, management and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Assignee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, the Assignee shall apply any and all monies arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

- (1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) Interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

This instrument shall be assignable by Assignee, and all of the terms and provision hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed to be a waiver of any rights under the terms hereof but said Assignee or the agents, attorneys, successors or assigns of the Assignee shall have full rights, power and authority to enforce this agreement, or any of the terms, provision, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

THIS ASSIGNMENT OF RENTS, is executed by Jefferson State Bank, not personally but as Trustee as aforesaid; in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Jefferson State Bank personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Jefferson State Bank, personally, is concerned the Assignee hereunder or the legal holder or holders of said Note or Notes and the owners or owner of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, said party of the first part as Trustee as aforesaid and not personally has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Trust Officer and attested by its Assistant Trust Officer the day and year first above written.

This instrument is executed by Devon Bank, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by Devon Bank are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against Devon Bank by reason of any of the covenants, statements, representations, indemnifications or warranties or real or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that Devon Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, commenced, continued or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authority, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorney and consultant's fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

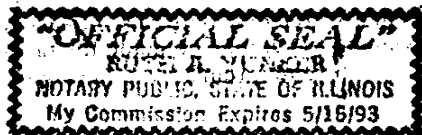
Mary L. Plotke, Tr. Adm. ~~XXXXXXXXXXXXXXXXXXXX~~ of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the use and purposes therein set forth and the Said Assistant Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of March 1993

[Signature of Notary Public]

Notary Public

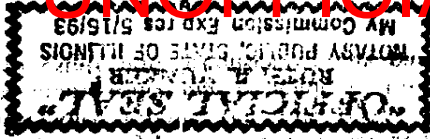
My commission expires: _____



Mail to: Jefferson State Bank, 5301 W. Lawrence, Chicago, IL 60630

SEE THE TRUSTEE EXECUTION CLAUSE ATTACHED

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Notary Public
My commission expires:

Given under my hand and Notarial Seal this 4th day of March 1993

I, RUTH YUNKER, a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY THAT DEBORAH L. BROWN, V. Trustee of JEFFERSON STATE BANK, and HENRY I. PLOTKE, Jr. Adm. of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Bank, for the use and purposes therein set forth and the said Assistant Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

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SEE OTHER EXHIBITION
SEE OTHER ATTACHED

State of Illinois)
County of Cook)
SS.
Attest: *[Signature]*
Trust Administrator
By: *[Signature]* Trust Officer

DRAGON BANK, DEBORAH L. BROWN AS TRUSTEE AS AFORESAID, AND NOT PERSONAL BUT SOLELY U/T 5239

IN WITNESS WHEREOF, said party of the first part as Trustee as aforesaid and not personally has caused its corporate seal to be hereunto affixed, and has caused this instrument to be signed to those presents by its Trust Officer and attested by its Assistant Trust Officer the day and year first above written.

THIS ASSIGNMENT OF RIGHTS, is executed by Jefferson State Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Jefferson State Bank personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereafter, or to perform any agreement or covenant, either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Jefferson State Bank, personally, is concerned the Assignee hereunder or the legal holder or holders of said Note or Notes and the owners or owner of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

SEE OTHER EXHIBITION
SEE OTHER ATTACHED

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charges on the said real estate and premises, or any part thereof, including the just and reasonable improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper thereof and of all maintenance, repairs, renewals, replacements, alterations, betterment, and as the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents and income of the property and any part thereof. After deducting the expense of conducting the business have the right to manage and operate the said real estate and premises, and to carry on the business thereof which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall be secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or only ground on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness inure and reimburse the same, and may lease said mortgaged property in such parcels and for such times and additions, betterment and improvements to the said real estate and premises as may seem judicious, and may time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from thereon, and may hold, operate, manage and control the said real estate and premises hereinabove accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly real estate and premises hereinabove described together with all documents, books, records, papers, and secured by said Trust Deed or Mortgage; enter upon, take, and maintain possession of all or any part of said thereof, personally or by agent or attorney as for condemnation proceedings.

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This instrument is given to secure payment of the principal sum of FORTY THOUSAND AND 00/100 Dollars, and interest upon a certain loan secured by Mortgage or Trust Deed to JEFFERSON STATE BANK as Trustee or Mortgagee dated January 15, 1993 and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest thereon is paid in full or may hereafter accrue under said Trust Deed or Mortgage.

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Lot 7 (except the West 22 feet taken for street) and the West 46 feet of Lot 8 in Block 3 in Owners Division of Breckman and Carter's Subdivision in the East 1/2 of the North West 1/4 and the North East Fraction of 1/4 of Section 28, Township 10 North, Range 14 East of the Third Principal Meridian, which survey is attached as Exhibit "B" to the Declaration of Condominium recorded as Document 87669513 together with its undivided percentage interest in the common elements.

SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

Unit Nos. 524-C, 524-G, 314-GN, in the CAMBRIDGE CONDOMINIUM, AS delineated on a plat filed in the County of Cook and State of Illinois, and described as follows to wit: Issues, income, and profits hereunder, unto the Assignee herein, all relating to the real estate and premises hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, and profits of Assignor's said trust may be entitled; it being the intention hereof to make and establish agreement for the use or occupancy of the following described real estate and premises to which the Assignee under the powers hereinafter granted, together with any rents, earnings and income arising out of any heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have of any lease, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises hereafter become due, payable or collectible under or by virtue described, which are now due and which may hereafter become due, payable or collectible under or by virtue all the rents, earnings, income, issues and profits, if any of and from the real estate and premises hereinafter set over unto JEFFERSON STATE BANK, an Illinois Banking Corporation, (hereinafter called the Assignee), considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and Assignor) in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable purchase of a Trust Agreement dated December 8, 1986 and known as its trust number 5289 (hereinafter called Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in Know all Men by these Presents, that DEVON BANK, a corporation of Illinois, not personally but as

Chicago, Illinois, January 15, 1993

COOK COUNTY, ILLINOIS FILED FOR RECORDS 170314 93178344

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