

94575251 UNOFFICIAL COPY Assignment of Rents

KNOW ALL MEN BY THESE PRESENTS, that PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under the Provisions of a deed of deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated 01/09/90 and known as Trust No. 25237 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 Banco Popular de Puerto Rico

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its successors and assigns, all the rents, issues and profits now due and which may hereafter become due (whether 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 grantor hereunder 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 16 and 17 (except the East 55 feet thereof) in Block 2 in Niles P. Olson's Subdivision of that part of the North West 1/4 of the North West 1/4 of the South West 1/4 of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, lying West of Clarkston Avenue, in Cook County, Illinois

Commonly Known As: 1901 North Kedzie Avenue, Chicago
PIN: 13-36-301-031

and does authorize irrevocably the above mentioned Banco Popular de Puerto Rico

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 said 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 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) 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 undersigned to the said

Banco Popular de Puerto Rico

or its agents, due or to become due, or that may hereafter be constructed, 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 judgment deemed proper and advisable.

One Hundred Seventy Four

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for Thousand and NO/100***** Dollars

secured by a Mortgage or Trust Deed dated the 7th day of June, 1994, conveying and mortgaging the real estate and premises hereinabove described to

Banco Popular de Puerto Rico

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 Assignment of Rents is executed by PIONEER BANK & TRUST COMPANY, 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 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 PIONEER BANK & TRUST COMPANY, 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 7th day of June, A.D. 1994

This Document Prepared By:
William R. Bruin
2525 North Kedzie Ave.
Chicago, IL 60647

PIONEER BANK & TRUST COMPANY, not personally, but as Trustee as aforesaid

BY: [Signature] Vice President

ATTEST: [Signature] Assistant Secretary

F 230 Rev. 3/76

STATE OF ILLINOIS }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Vice President and Assistant Secretary of the PIONEER BANK AND TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary 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 Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said 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 22nd day of June, 1994

[Signature] Rosa Bette Cortes
Notary Public

OFFICIAL SEAL
ROSA IBETTE CORTES
Notary Public, State of Illinois
My Commission Expires 3-14-98

Document Number
94575251

NAME: Banco Popular de Puerto Rico
STREET: 2525 North Kedzie Ave.
CITY: Chicago, IL 60647

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

1901 North Kedzie Avenue

Chicago, IL 60647

INSTRUCTIONS

BOOK 233-CTI

RECORDED IN COOK COUNTY BOOK NUMBER

AV 133E OS/17503433 AA
94036774/469308

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COOK COUNTY, ILLINOIS
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