

The Undersigned,

Initials:

First Illinois Bank of Wilmette, n/k/a Bank One, Chicago, NA, not personally, but as Trustee under Trust Agreement dated September 2, 1980 and known as Trust No. TWB-0015

_____ and _____
 _____ a corporation,
 _____ a limited partnership,

DEPT-01 RECORDING \$31.50
T#0000 TRAN 8733 07/22/94 09:33:00
#2407.1 C.J. #94-642036
COOK COUNTY RECORDER

d/b/a _____ a general partnership or joint venture.

("Assignor") whose mailing address is 1200 Central Avenue, Wilmette, IL 60091 as additional security for the payment of that certain Note of even date ("Note") payable to the order of Bank One,

CHICAGO, NA ("Bank"), in the principal sum of

Four Hundred Eighty Six Thousand and No/100 Dollars

(\$ *486,000.00*) payable as therein specified with interest as therein provided and for the performance of the terms, covenants and conditions contained in said Note and the Mortgage of even date made by the Assignor to secure said Note and conveying the real estate hereinafter described, and also in consideration of the sum of One Dollar (\$1.00) 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 Bank, and its successors and assigns, all the avails, rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, or any renewals thereof, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described which may have been heretofore or may be hereafter and or agreed to by the Bank under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails, rents, issues and profits thereunder unto the Bank, all relating to the real estate and premises described as follows:

See Exhibit "A" attached hereto.

This instrument Prepared by: John A. Derbyshire

and Shall be Returned to: Bank One, Chicago, NA

1200 Central Avenue

Wilmette, IL 60091

Attn: John A. Derbyshire

Real Estate Tax I.D. No. 03-22-408-002



94642036 (95722) R7-1146

6/17/87 # 94-642036-20

94642036

3/15/87

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The Assignor, and each of them (if more than one), do hereby irrevocably appoint Bank the true and lawful attorney of the Assignor and each of them, to take and from time to time retake possession of said premises, to collect all of said avals, rents, issues and profits now due or hereafter to become due under each and every of the leases and agreements hereof, written or oral, existing or which may hereafter exist for and in connection with said real estate, and to use such measures, legal and equitable, as in the discretion of the Bank may be deemed proper or necessary to enforce the payment or security of said avals, rents, issues and profits, and to secure and maintain possession of said real estate, or any part thereof, and, at the discretion of the Bank, to fill any and all vacancies, and to lease all or any portion thereof for terms expiring either before or after the maturity of the indebtedness secured by said Mortgage, and to manage, maintain, improve, operate and use the said real estate; and in the discretion of the Bank, to cancel any existing insurance policies relating to said real estate and to cause to be written new policies in place thereof and also additional and renewal policies, making same payable to the Bank under said Mortgage, or, in case of foreclosure sale, to the owner of the certificate of sale and of any deficiency, as their respective interests may appear, and in the case of loss under such policies, to adjust, collect and compromise, in its discretion, all claims thereunder and to sign all receipts and releases required by the insurance companies therefor, and further with full power to use and apply for and with respect to said real estate the said avals, rents, issues and profits in such respective amounts and in such order and priority as in the judgment and discretion of the Bank may be deemed proper, for and on account of the payment of any indebtedness secured by said Mortgage and of any indebtedness or liability, now existing or hereafter created, of the Assignor and its beneficiary, if applicable, to the Bank, now due or hereafter to become due, and of all costs, charges, expenses and fees in the operation, management, care and preservation of said real estate together with all the improvements, fixtures, furnishings, apparatus and equipment thereon appertaining, including all taxes and assessments and installments thereof, liens of mechanics and claims therefor, repairs, improvements, alterations, renewals and restorations, insurance premiums, the usual and customary brokerage commission for leasing said real estate or any part thereof and for collecting rents and insurance premiums, the usual and customary brokerage commission for leasing said real estate or any part thereof and for collecting rents and insurance premiums, and all their expenses involved therein and such further sums as may be sufficient to indemnify the Bank against any liability, loss or damage on account of any matter or thing done in good faith hereunder and further with power from time to time to substitute any attorney in fact to act hereunder in its place and stead in all or any matter hereunder, and from time to time every such substitution and appointment at all places, hereby granting full power and authority to each and every of the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, its beneficiary, or its legal representatives, heirs or assigns, and hereby ratifying all that the Bank may do by virtue hereof. The powers hereby created shall be irrevocable so long as any indebtedness secured by said Mortgage evidenced by the Note remains unpaid.

After taking or retaking possession of said real estate, the Bank shall have the right to remain in possession of said real estate, to collect the said avals, rents, issues and profits therefrom and to manage said real estate as hereinaforeset forth, notwithstanding the institution of proceedings to foreclose the said Mortgage and the entry of any degree of foreclosure in any such proceedings, and notwithstanding any sale of said real estate pursuant to any such decree, unless the amount paid at such sale shall be sufficient to pay the full amount due under the terms of such decree, and to remain in possession of said real estate until the expiration of the period of redemption from any such sale, and from time to time shall apply the net avals, rents, issues and profits accruing after the sale of said real estate pursuant to such decree remaining after the payment of all deductible expenses, charges and fees, for a full and complete account of any deficiency reported to the Court in such proceeding. The provisions of this instrument shall and are intended to service any decree of foreclosure and sale in any proceedings to foreclose the lien of said Mortgage. After taking or retaking possession by virtue hereof, the Bank shall have the right from time to time to surrender possession without prejudice to its right to retake possession hereunder upon default as herein provided.

Until default shall be made in the payment of the indebtedness evidenced by the Note and/or secured by said Mortgage or in the performance by the Assignor of any agreement therein, herein or in any other security document or agreement with Bank contained, the Assignor shall be permitted to possess, manage, operate and enjoy all the property, rights and privileges in said Mortgage encumbered, and to collect the avals, rents, issues and profits thereof. Upon service of notice of tenants and occupants of the premises by the Bank that default has been made under the terms of said Note, Mortgage or in any other security document or agreement with Bank (which notice need not specify the nature of default), and demand of payment of rents to the Bank, which demand if made upon the Assignor or its beneficiary shall be obligated to the prevailing rental per month for the portion of said premises occupied by the Assignor or its beneficiary, the tenants and occupants shall be obligated to account and pay to the Bank from and after the date of service of said notice and on and after all the avals, rents, issues and profits due or accruing under their respective leases and agreements, without any duty or obligation on the part of the Bank. The Assignor and its beneficiary agree and shall in fact do so, and in the event of demand upon the Assignor or its beneficiary, as aforesaid, the Assignor and its beneficiary agree and shall be obligated to pay to the Bank rent in advance for the portion of said premises occupied by the Assignor or its beneficiary at the prevailing rental therefor per month as fixed and determined by the Bank in said demand, and a failure on the part of the Assignor or its beneficiary promptly to pay said rent on the first day of each and every month in advance shall in and of itself constitute a forcible entry and detainer, and the Bank may and obtain possession of the premises occupied by them.

Anything herein to the contrary notwithstanding, no liability or any sort whatsoever is incurred or assumed, incurred and by virtue of this instrument for any error of judgment or for any act done or omitted to be done by the Bank in good faith, or for any mistake of fact or law or anything which it may do or refrain from doing hereunder, except for its own willful default, it being understood and agreed that in taking possession, operation, management and preserving the said real estate, the Bank does so without incurring any liability for any matters or things except as hereinabove provided. Failure by the Bank at any time to avail itself of all or any of the provisions hereof shall not be construed or deemed to be a waiver by it thereof. This instrument shall remain in full force and effect until the entire indebtedness secured by said Mortgage evidenced by the Note, has been fully paid, and, in case of a deficiency on foreclosure sale, until the expiration of the period of redemption from the sale.

The Bank may assign all its rights, title and interest hereunder, and all the terms and provisions hereof shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns and substitutes of the respective legal representatives hereof.

This instrument is executed by the Assignor, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Assignor are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the undersigned, either individually or as Trustee as aforesaid, relating to the subject matter of the foregoing instrument, all of such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

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PARTNERSHIP/JOINT VENTURE:

(name of partnership or joint venture)

a _____ partnership.
(state) (limited/general)

a _____ joint venture

By _____

Its: _____

as successor by merger with Bank One, Wilmette,

LANDTRUST: Bank One, Chicago, NA f/k/a
First Illinois Bank of Wilmette

as Trustee under Agreement dated

September 2 19 80, and known as

Trust No. TWB-0015, and not personally.

By: Olga L. Stokes *OLR*

Its: OLGA L. STOKES
VICE-PRESIDENT & TRUST OFFICER

ATTACHED EXONERATION RIDER IS INCORPORATED HEREIN

ATTEST:

By: Jennifer L. Betts
Its: JENNIFER L. BETTS
Administrative Assistant

CORPORATION:

_____ corporation
(state)

By: _____

Its: _____

ATTEST:

By: _____
Its: _____

INDIVIDUALS:

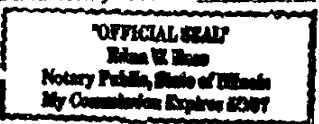
STATE OF ILLINOIS }
COUNTY OF COOK } SS

I, EDNA W. ROSS, a Notary Public in and for and residing in the
said County, in the State aforesaid, do hereby certify that OLGA L. STOKES, Vice President and Trust Officer

and JENNIFER L. BETTS, Administrative Assistant

personally known to me to be the same person(s) whose name(s) ~~(is/are)~~ subscribed to the foregoing instrument, appeared before me this day
in person, and acknowledged that ~~(each of)~~ they signed, sealed and delivered the said instrument as ~~(their)~~ their free and voluntary act, for the
uses and purposes and in capacity (if any) therein set forth.

GIVEN under my hand and notary seal this 15th day of JULY, 1994

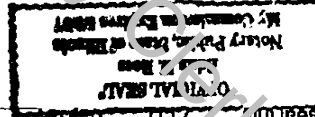


Edna W. Ross

5602376

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Property of Cook County



GIVEN under my hand and notary seal this 7th day of JULY, 1994

and BARNABAS M. TURK personally known to me to be the same person(s) whose name(s) appeared before me this day in person, and acknowledged the foregoing instrument as his own, free and voluntary act, for the uses and purposes and in capacity (if any) therein set forth.

I, EDNA W. BOSS, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that DANICA H. TURK

STATE OF ILLINOIS }
COUNTY OF COOK }
SS }

Barnabas M. Turk
Danica H. Turk

Dated as of July 7, 1994

For good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned, as beneficiaries of the above trust, join in this Assignment for the purposes of assigning the entire right, title and interest of the undersigned in and to the leases and rents from the subject premises described above and being bound by and subject to all terms and provisions thereof.

TRUST BENEFICIARY TO COMPLETE AND EXECUTE FOLLOWING:

5:00 PM '94

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9 4 3 1 3

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, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not 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 its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against BANK ONE, CHICAGO, NA on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

BANK ONE, CHICAGO, NA
1200 CENTRAL AVE.
WILMETTE, ILLINOIS 60091

AS TRUSTEE UNDER TRUST NO. TWB-0015 AND NOT PERSONALLY

BY *Ednew Ross*

STREETS

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0 0 1 9 4 5 7 1 3 5

Property of Cook County

EXHIBIT "A"

LOT 56 IN SMITH AND DAWSON SECOND ADDITION TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, ILLINOIS, A SUBDIVISION OF THE SOUTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) AND THE WEST TEN ACRES OF THE NORTHWEST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED AS DOCUMENT NUMBER 791719, IN COOK COUNTY, IL.

PIN NO. 03-22-408-022

Clerk's Office

94642035