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The district is 19728 (The Problem Colonic) 2011 CH - 6 950 652637 Charles and the State of the Country of the Country

ASSIGNMENT OF RENTS

Color of the 9504057 B KNOW ALL MEN BY THESE PRESENTS, that Chicago Title and Trust Company, a corporation of Illinois, not personally but as trustee under the provisions of a certain trust agreement dated July 13, 1995 and known as trust number 1101744 (Parcel 1), and Chicago Title and Trust Company, a corporation of Illinois, not personally but as trustee under the provisions of a certain trust agreement dated July 5, 1995 and known as trust number 1101487 (Parcel 2), (hereinafter called the "Assignor"), in consideration of Ten Dollars (\$ 0.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, do hereby jointly and severally assign, transfer and set over unto THE FIRST COMMERCIAL BANK, an Illinois banking corporation, of 6945 N. Clark Street, Chicago, Illinois (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 herea er 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 hereafter described, which said Assignor may have be retilize a made or agreed to make or agree to, or which may be agreed to by the Assignee under the powers hereinafter granted; 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 premines situated in the County of Cook and State of Illinois, and described as follows; to wit:

PARCEL 1:

LOT 18 IN BLOCK 3 IN SUBDIVISION OF BLOCKS 3 AND 5 OF O. R. KEITH'S SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 20-14-407-008

PROPERTY ADDRESS: 6133 S. WOODLAWN, CHICAGO, ILLINOIS 60637

PARCEL 2:

LOT 19 IN BLOCK 3 IN SUBDIVISION OF BLOCKS 3 AND 5 OF O. R. KEITH'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 20-14-407-007

PROPERTY ADDRESS: 6125-27 S. WOODLAWN, CHICAGO, ILLINOIS 60637

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UNOFFICIAL COPY

This instrument is given to secure payment of the principal and interest on a certain loan evidenced by a Three Hundred Twenty One Thousand and no/100ths Dollars (\$321,000.00) Secured Promissory Note of even date herewith, which is also secured by a Trust Deed of said date to said THE FIRST COMMERCIAL BANK recorded in the Recorder's Office 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 therein, and all other costs and charges which may have accrued or may hereafter accrue under said Trust Deed have been fully paid.

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

Without limitation of any 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 above described, whether before or after the note secured by said Trust Deed is declared to be due in accordance with the terms of soid Trust Deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed, or before or after any sale thereunder. Assignce shall be entitled to take actual possession of the said real estate and premises hereing ove described, or 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, enter upon, take, and maintain possession of said real estate and premises hereinabove described, and may nota, operate, manage and control the said premises. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, replacements, useful alterations, additions, betterments and improvement to the said real state and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgage ap operty for such times and on such terms as may seem fit. Assignee shall be entitled to collect and receive, revenues, rens and income from the property. After deducting the expenses of conducting the business thereof and of all maintenance, repairs replacements, alterations, betterments, 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 reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents and other employed by Assignee in connection with the overation, management, and control of the mortgaged property, the Assignee shall apply any and all moneys 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 not; socured by said Trust Deed, at the rate therein provided;
- (2) interest accrued and unpaid on the said note;
- (3) the principal of said note from time to time remaining outstanding and unpaid:
- (4) any and all other charges secured by or created under the said Trust Deed 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 provisions 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 to exercise any rights which it might exercise hereunder, at any time, shall not be construed or deemed to be a waiver by the Assignee of its rights to exercise such rights thereafter

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

Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. Whenever applicable, the term "Trust Deed" shall also mean "Mortgage".

to and T.

GIVEN under our hands and seals this 11th day of September, A.D. 1995.

Chicago Title and Trust Company, not personally but as Trustee under

Trust Agreement dated July 13, 1995

aforesaid, for the uses and purposes therein set forth.

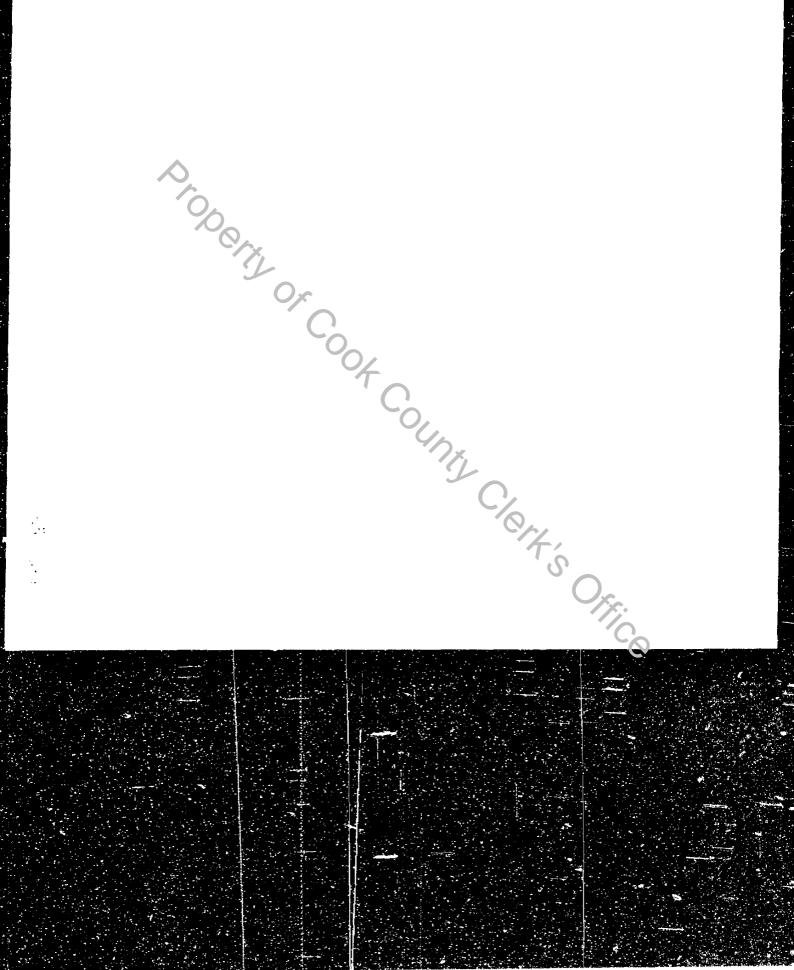
Given, under my hand and Notarial scal this to day of Sept

and known as Trust No. 1101744
By: Conponent Constitution of Controller
Allest: Acido Desayet
The Land of the La
Chicago Title and Trust Company,
not personally but as Transe under
Trust Agreement dated July 5 1995
and known as Trust No. 1101487
By: Company Company
Allest: Weeks, Discussion Con 181 Section 19
STATE OF ILLINOIS)
)SS
COUNTY OF COOK)
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that
Vice President of Chicago Title and Trust Company, a corporation of Illinois, and
, Cashier of said Corporation who are personally know to me to be the same persons whose
names are subscribed to the foregoing instrument as such VICE PRESIDENT and CASHIER respectively, appeared before

Notary Public

"OFFICIA" SEAL" Susar Becker Notary Public, St. 16 of Illinois My Commission Excite: 3/13/98

me this day in person and acknowledged that they signed and delive ed 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 Cashier then and there acknowledged that he, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation as



EXECUTION WITH EXCULPATORY CLAUSE FOR CHICAGO TITLE AND TRUST COMPANY, TRUSTEE UNDER TRUST # 1101744 and 1101487 ATTACHED TO THAT ASSIGNMENT OF RENTS DATED SEPTEMBER 11, 1995, TO THE FIRST COMMERCIAL BANK,

It is expressly understood and agreed by and between the parties hereto, anything 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 the 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 Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or introlled, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

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STATE OF ILLINOIS) SS	
COUNTY OF COOK)	
I, the undersigned, a Notary Public in and for said County Vice President of Chicago Title Cashier of said Corporation, who a names are subscribed to the foregoing instrument as such VICE PRI me this day in person and acknowledged that they signed and delivered and as the free and voluntary act of said Corporation, for the uses and p there acknowledged that he, as custodian of the corporate seal of Corporation to said instrument as his own free and voluntary act a aforesaid, for the uses and purposes therein set forth.	and Trust Company, a corporation of Illinois, and re personally know to me to be the same persons whose ESIDENT and CASHIER respectively, appeared before I the said instrument as their own free and voluntary act ourposes therein set forth; and the said Cashier then and said Corporation, did affix the corporate seal of said
Given, under my hard and Notarial seal this day of	19/13.
	Notary Public
COOP COU	"OFFICIAL SEAL" Susan Becker Rotary Public, State of Illinois My Commission Expires 3/20/03
	Notary Public "OFFICIAL SEAL" Susan Becker Rotary Public, State of Illinois My Commission Expires 3/20/03

PREPARED BY AND MAIL TO: Alan M. Share 5945 N. Clark Street Chicago, Illinois 60626

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