

UNOFFICIAL COPY

95843427

DEPT-01 RECORDING \$29.00
 T00012 TRAN 7969 12/05/95 11:27:00
 45752 CG *-95-843427
 COOK COUNTY RECORDER

ASSIGNMENT OF RENTS

29.00
DN

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, Trustee under Trust Agreement dated November 15, 1993 and known as Trust No. 12102109, the owner of the premises described on Exhibit A attached hereto (referred to as "Assignor") does hereby in consideration of the Premises and ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, sell, assign, transfer and set over unto PHEBE C. SWINEHART 1995 REVOCABLE TRUST, (hereinafter "Assignee") for the use and benefit of the holder or holders and owner or owners of the notes secured by the Mortgage made by Assignor to Assignee on November 16, 1993, and recorded in the Office of the Recorder of Deeds, Cook County, Illinois, all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or verbal, or by virtue of any agreement for the use of occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by Assignee under the power hereby granted and all the rents, issues

THIS INSTRUMENT WAS PREPARED BY: MAIL TO:

David B. Pogrund
 STONE, POGRUND, KOREY & SPAGAT
 221 North LaSalle Street, #3200
 Chicago, IL 60601

95843427

BOX 333-CTI

75-73-652 DB... Rt DP 3023

Property of Cook County Recorder's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

and profits now due or use or occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby appoint irrevocably Assignee true and lawful agent in its name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or verbal, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures legal or equitable, as in the discretion of Assignee may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises, and to operate and manage said premises, through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine, on account of the following:

1. Expenses and attorney's fees incurred by said Assignee in connection with the execution of this Agreement or which may hereafter, from time to time, be so incurred in connection therewith.

2. Expenses, incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee or such agent or agents as it may retain.

3. Taxes and assessments levied against said premises;

4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above described and the note or notes secured thereby, without prejudice to the right of the trustee/mortgagee or the holder or holders and owner or owners of any of the note or notes secured thereby to enforce any remedy or remedies which it or they may have by reason of the default now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the note or notes secured thereby.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this assignment of rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said note or notes and after expiration of any applicable

UNOFFICIAL COPY

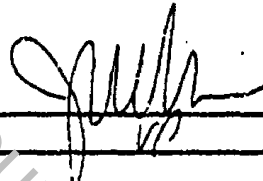
Property of Cook County Clerk's Office


UNOFFICIAL COPY

grace periods. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the note or notes secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the assignee named herein. Forbearance by Assignee in exercising any of its rights or remedies hereunder shall not constitute a waiver of or preclude the exercise of such rights or remedies thereafter.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, Trustee under Trust Agreement dated November 15, 1995 and known as Trust No. 12102109 has set its hand and seal hereto this 16th day of November, 1995.

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, Trustee under Trust Agreement dated November 15, 1995 and known as Trust No. 12102109,

By: 
Its: _____

ATTEST:

Its: **Asst Secretary**

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of its power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings, and agreements herein made on the part of the Trustee are deemed to be made solely as Trustee and not personally. No personal liability or personal responsibility shall be or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Office

95843427

UNOFFICIAL COPY

Property of Cook County Clerk's Office

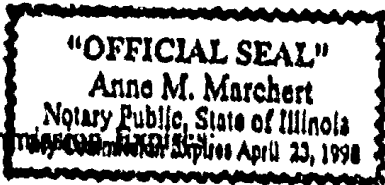
2025-1-14-14

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, ANNE M. MARCHERT, a Notary Public in and for said County in the State aforesaid, do hereby that J. MICHAEL WIELAM, President of **AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO**, Trustee under Trust Agreement dated November 15, 1995 and known as Trust No. 12102109, an Illinois corporation, and Antta M. Lutins, Secretary of said Company, personally known to me and known to be the same persons whose names are subscribed to the foregoing instrument, 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 Company, for the uses and purposes therein set forth, and the said ASSISTANT Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Company, did affix said corporate seal of said Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND NOTARIAL SEAL this 16th day of November, 1995.



Anne M. Marchert
Notary Public

95843427

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

LEGAL DESCRIPTION

UNIT NUMBERS 201, 209, 303, 309, 401, 402, 403, 404, 405, 409, 503, 504, 505, 508, P10, P11, P12, P17, P18, P19, P20, P21, P22, P23, P24, P25 and P26 THE WINDSOR HOUSE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 13 AND THE SOUTH 25 FEET OF LOT 12, EXCEPT THAT PART, IF ANY FALLING IN THE NORTH 25 FEET OF LOT 12 IN BLOCK 14 IN COCHRAN'S 2ND ADDITION TO EDGEWATER IN SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 25570971, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: UNIT NUMBERS 201, 209, 303, 309, 401, 402, 403, 404, 405, 409, 503, 504, 505, 508, P10, P11, P12, P17, P18, P19, P20, P21, P22, P23, P24, P25 and P26
**5950 N. KENMORE,
CHICAGO, IL 60660**

PIN'S:

- 14-05-213-032-1002 - UNIT 201
- 14-05-213-032-1004 - UNIT 401
- 14-05-213-032-1008 - UNIT 402
- 14-05-213-032-1011 - UNIT 303
- 14-05-213-032-1012 - UNIT 403
- 14-05-213-032-1013 - UNIT 509
- 14-05-213-032-1016 - UNIT 404
- 14-05-213-032-1017 - UNIT 504
- 14-05-213-032-1020 - UNIT 405
- 14-05-213-032-1021 - UNIT 505
- 14-05-213-032-1033 - UNIT 508
- 14-05-213-032-1034 - UNIT 209
- 14-05-213-032-1035 - UNIT 305
- 14-05-213-032-1036 - UNIT 409
- 14-05-213-032-1050 - P-10
- 14-05-213-032-1051 - P-11
- 14-05-213-032-1052 - P-12
- 14-05-213-032-1053 - P-13
- 14-05-213-032-1054 - P-18
- 14-05-213-032-1055 - P-19
- 14-05-213-032-1056 - P-20
- 14-05-213-032-1057 - P-21
- 14-05-213-032-1058 - P-22
- 14-05-213-032-1059 - P-23
- 14-05-213-032-1060 - P-24
- 14-05-213-032-1061 - P-25
- 14-05-213-032-1062 - P-26

95843427

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011