

UNOFFICIAL COPY

Box No. **BOX 229-571**

Assignment of Rents

FIRST BANK and TRUST COMPANY

OF ILLINOIS

Palatine, Illinois

as Trustee

TO

OFFICIAL SEAL
DAWN M. MALACHUK
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/30/95
MARCH 30 1995

Dawn M Malachuk
A.D. 1995

Notary Public

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of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Trust Officer then, and there acknowledged that they, as the Assistant Trust Officer of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as the said Bank, did affix the corporate seal of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Assistant Trust Officer of the First Bank and Trust Company of Illinois and

MICHAEL J. KALITOMSKI

1 DAWN M. MALACHUK
A Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that

STATE OF ILLINOIS
COUNTY OF COOK

ATTEST Assistant Trust Officer

B. D. D.

By Assistant Trust Officer

[Signature]

FIRST BANK and TRUST COMPANY OF ILLINOIS

As Trustee as aforesaid and not personally

IN WITNESS WHEREOF, the First Bank and Trust Company of Illinois, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Trust Officer, the day and year first above written.

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 Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.
The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.
This Assignment of Rents is executed by the First Bank and Trust Company of Illinois not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Bank and Trust Company of Illinois, possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said First Party or on said First Bank and Trust Company of Illinois personally to pay the said principal notes or any interest that may accrue hereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said First Bank and Trust Company of Illinois personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.