

The Undersigned,

Initials:

Bank One, Chicago, NA 95265697

, not personally, but

as Trustee under Trust Agreement dated September 29, 1980

and known as Trust No R-2572

and

corporation,

limited partnership,

DEPT-11 RECORD TFE

\$27.50

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10887 S C 1 4-95-265697

COOK COUNTY RECORDER

d/b/a

general partnership or joint venture.

("Assignor") whose mailing address is 1414 Pitner, Evanston, IL 60201

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

One Hundred Thousand and No/100

Dollars

(\$ 100,000.00) payable 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:

Lot E in resubdivision of Lots 13, 14, 15 in Block 2 & Lots 5, 6, 7, 8, in the Block 3 in Pitner's Second Addition to Evanston, a subdivision of N 1/2 of the SW 1/4 of the NE 1/4 of Section 24, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

95265697

This Instrument Prepared by: Linda M. Cox

Bank One, Chicago, NA

800 Davis Street

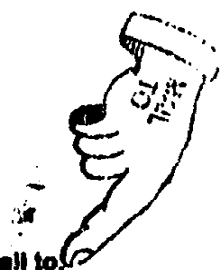
Evanston, IL 60201

Attn: Dana Zimmer

Real Estate Tax I.D. No. 10-24-214-024

*Truf-Care Landscaping, Inc., an Illinois Corporation

After recording mail to:
Judy Davis/Loan Services
Bank One, Chicago, NA
PO Box 606083, Chicago, IL 60680-6083



Handwritten initials and date: 2/20/81

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The Assignor, and each of them (if more than one), and their beneficiaries if applicable, 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, or any renewals thereof, written or oral, existing or which may hereafter exist for and in connection with said real estate, and to use such sums as aforesaid, 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 all the rights, powers and interests therein, and to manage, operate and use the said real estate, and use the 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, vouchers and releases required by the lender in connection with the said real estate, 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, maintenance, management, care and preservation of said real estate together with all the improvements, fixtures, appurtenances, apparatus and equipment therein, including all taxes and assessments and installments thereof, liens or mechanics and claims thereon, 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 the reasonable compensation for all services rendered by the Bank and its attorneys, agents and servants, and all their traveling, rent and other expenses involved thereon 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 stand in all or any matter aforesaid, and from time to time every such substitution and appointment at pleasure to revoke, hereby granted, and hereby granted with full power and authority to exercise 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 by virtue hereof, 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 hereinabove set 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 and on 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 hereinafter 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 (which notice need not specify the nature of default), 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), a demand of payment of rents to the Bank, which demand if made upon the Assignor or its beneficiary shall fix and determine 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 demand, 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 said tenants or occupants to ascertain that a default in fact does exist, 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 constitute a forfeiture entry and default, and the Bank may in its own name and without any other notice or demand, maintain an action of forcible entry and detainer against the Assignor or its beneficiary and obtain possession of the premises occupied by them.

Anything herein to the contrary notwithstanding, no liability of any sort whatsoever is incurred or assumed under and by virtue of this instrument for any error or judgment or for any act done or omitted to be done by the Bank in good faith, or for any mistake, error or law or anything which it may do or refrain from doing hereunder, it being understood and agreed that in taking possession and operating, managing 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 parties hereto.

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 exercised in it as such Trustee. All the terms, provisions, stipulations, conditions 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.

2008-03-05

PARTNERSHIP/JOINT VENTURE:

(name of partnership or joint venture)
a partnership
(state) (limited/general)
a joint venture
By
Its:

LAND TRUST:

Bank One, Chicago, NA
as Trustee under Agreement dated
September 29 , 1980 and known as
Trust No. R-2572 , and not personally.
By: Catherine Collins
LAND TRUST OFFICER
Its:

ATTEST:

By: [Signature]
EDNA W. ROSS
LAND TRUST ADMINISTRATOR
Its:

CORPORATION:

a corporation
(state)
By:
Its:

ATTEST:

By:
Its:

INDIVIDUALS:

STATE OF }
COUNTY OF } ss

I, [Signature], a Notary Public in and for and residing in the
said County, in the State aforesaid, do hereby certify that [Signature]
Notary

and
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 (she/he/they) signed, sealed and delivered the said instrument as (his/hers/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 day of , 19

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TRUST BENEFICIARY TO COMPLETE AND EXECUTE FOLLOWING:
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.

STATE OF _____ }
COUNTY OF _____ } SS

_____, a Notary Public in and for and residing in the

said County, in the State aforesaid, do hereby certify that

and to be the same person(s) whose name(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and

personally known to me to be the same person(s) (is/are) subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that (she/he/they) (is/are) subscribed, sealed and delivered the said instrument as (his/her/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

_____ day of _____, 19____

Constance Lytle
Constance Lytle
George Lytle
George Lytle

Dated as of April 15, 1994

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STATE OF ILLINOIS)
) 1SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT: the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of BANK ONE, CHICAGO, NA and that they appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument in writing as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 26th day of March, 1995

Robert A. Davis
Notary Public

My commission expires 9-26-98



Cook County Clerk's Office

BANK ONE, CHICAGO, NA

APR 4 1995

RECORDING/RELEASE

95265697

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