26403409

DEPT-01 RECORDING

\$31,00

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COOK COUNTY RECORDER

February 14, 1971

#### **ASSIGNMENT OF RENTS**

know all Men by these Presents, That Chicago Title and Trust Company, not personally bit as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated → March 10, 1971 and known as Trust Number 56673, in pursuance of a Trust Agreement dated June 4, 1969 and known as Trust Number 53780 and in pursuance of a Trust Agreement dated June 26, 1981 and known as Trust Number 10-80160 and A. A. Rayner & Sons, an Illinois General Partnership (Borrower) of the City of Chicago of the County of Cook and State of lineons in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged does hereby assign, transfer and set over unto Independence Bank of Unicigo his, her or its executors, administrators andlor successors assigns, of the City of Chicago, County of Cook and State of Illinois all the rents, issues and profits now due and which may be reafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises hereinafter describer, which may have been heretofore or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee herein under the power herein granted it being the intention to hereby establish an absolute transfer and assignment of all such leases as agreements and all the avails thereunder unto the grantee herein.

All As Described On Legal Description, Property Address and Permanent Index Number Rider Attached Hereto And By This Reference Hereby Incorporated Herein.

Borrower, and each of them if there is more than one, does hereby appoint irrevocably the above mentioned Independence Bank of Chicago its true and lawful attorney in Borrower's name(s) and stead to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every one of the leases or agreements, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper and necessary to enforce the payment or the security of such avails, rents, issues and profits or to secure an maintain possession of said premises or day portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or

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Property of Coot County Clark's Office

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parties at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the Borrower herein and/or ins, her or its executors, administrators and/or successor assigns, and further, with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the undersigned to the said Independence Bank of Chicago, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying and confirming all that said attorney may do by virtue hereof.

Dated: January 19, 1996

THIS ASSIGNMENT OF RENTS is executed by Chicago Title and Trust Company, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Company in persuance of a Trust Agreement dated March 10, 1971 and known as Trust Number 56673, in pursuance of a Trust Agreement dated June 4, 1969 and known as Trust Number 53780 and in cursuance of a Trust Agreement dated June 26, 1981 and known as Trust Number 10-80160, in the exercise of the power and authority conferred upon and vested in it as each such Trustee and it is expressly understood and agreed that nothing herein or in the undersigned's Note of even date to Assignee contained shall be construed as creating any liability on the said Borrower or on said personally to pay the said Note or any interest that may accrue thereon, or any indeptedness accruing hereunder, or to perform any covenant either express or implied herein contained, at such liability, if any, being expressly waived by Trustee and by every person now or hercefter claiming any right or security hereunder, and that so far as the Borrower and its successors and said personally are concerned, the legal holder or holders of said Rote and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the navment thereof, by the enforcement of the lien horeby created, in the manner her in and in said Note provided or by action to enforce the personal liability of the guarantors, if any,

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

## Chicago Title and Trust Company as Trustees as aforesaid, and not personally,

	SEE ATTACHED EXCULPATORY
Ву:	CLAUSE FOR SIGNATURE
	VICE PRESIDENT
Attest:	
	ASSISTANT SECRETARY

STATE OF ILLINO'S )

COUNTY OF COOK!

I, the undersigned, a Novary Public in and for the County and State aforesaid, DD HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of Chicago Title and Trust Company, corporation, nersonally known to be me to be the same persons whose names are subscribed to the force oing instrument as such Vice President and Assistant Secretary, respectively, appeared before my thin day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and that said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of the corporation, caused the corporate seal of said corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my	hand and Notarial	Seal this da	ly of January, 1996.
		Notary Public	/xc.
		* S.	

This instrument was prepared by and MAIL TO: Herbert H. Fisher, 205 West Wacker Dries, Chicago, IL 60606.

4.4181GRaym.Doc/10-2-95/11-28-95/11-33-95/1-15-96/m

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\*\* 53780 and 1080160 EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, TRUSTEE UNDER TRUST # 5 56673, \*\* Assignment of Rents ATTACHED TO THAT TOWITH Independence Bank of Chicago DATED January 19.

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 here n, 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 not shall at any time be asserted or enforceable against The Chicago Trust Company. or, 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 implied, all such pursonal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, The Chinago 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 hareunto affixed and attested by its Assistant Secretary, the day and year first above written. Of Colly



The Chicago Trust Company, as Trustee aforesaid and not personally,

ssistant Secretary

STATE OF ILLINOIS

COUNTY OF COOK

SS.

), the undersigned, a Notary Public in and for the County and State aforesaid, DO HEF, EBY CERTIFY, that the above named Assistant Vice Prescient and

Assistant Secretary of The Chicago Trust Company, personally known to me to be the same persons whose :.ames are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that why 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 then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL" Elaine Jones Hotary Public, State of Illinois Notatial Seal Seal Expires 4/8/98 Given under my hand and Notarial Seal this January

19th day 1996.

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#### Parcel 1:

All o. Lots Twenty-Five (25), I wenty-Six (26) and Twenty-Sevent (27) and the North 41 feet of Lots Twenty-Eight (28) and Twenty-Nine (29) in Huff and Stover's Subdivision of Block 13 of L. C. Paine Freer (as Receiver) of the East Half (1/2) of the Southwest Quarter (1/4) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-22-323-024 and 20-22-323-024

#### Parcel 2:

Lots Twenty-Three (23) and Twenty-Four (24) in Huff and Stover's Sudivision of Block Thirteen (13) in L. C. Paine Freer (as Receiver) of the East Half (1/2) of the Southwest Quarter (1/4) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-22-323-040

#### Parcel 3:

The West 86 feet of Lors Twenty-Six (26) and Twenty-Seven (27), and the West 86 feet of Lor Twenty-Eight (28) (except the North 7 feet thereof) in Block 6 in L. C. Paine Freer (as Receiver) Subdivision of the East Half (1/2) of the Southwest Quarter (1/4) of Section 22, Township 38 North, Range 14, Last of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-22-324-040

#### Parcel 4:

Lots Twenty-Six (26) and Twenty-Seven (27), and the South 16 feet of Lot Twenty-Eight (28) (except the West 86 feet thereof) in Block 6 in L.C. Poine Freer (as Receiver) Subdivision of the East Half (1/2) of the Southwest Quarter (1/4) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Phinois.

PIN: 20-22-324-041

#### Parcel 5:

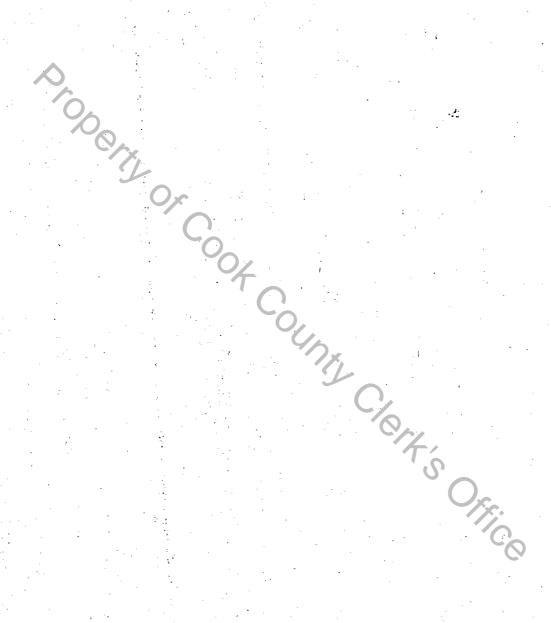
Lots Twenty-Two (22), Twenty-Three (23), Twenty-Four (24) and Twenty Five (25) (except the East 106 feet of each of said lots) in Block 6 in L. C. Paine Freer (as Receiver) Subdivision of the East Half (1/2) of the Southwest Quarter (1/4) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-22-324-035 and 20-22-324-036

#### Parcel 6:

The West 30 feet of the East 106 feet of Lots Twenty-Two (22), Twenty-Three (23), Twenty-Four (24) and Twenty-Five (25) in Block 6 in L. C. Paine Freer (as Receiver) Subdivision of the East Half (1/2) of the Southwest Half (1/4) of Section 2?, Township 38 North, Range 14,72 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-22-324-037



#### Parcel 7:

The West 28 feet 6 inches of the East 76 feet of Lots Twenty-Two (22) and Twenty-Three (23) (except the South 13 feet 6 inches of said Lot Twenty-Three (23)) and the West 27 feet of the East 76 feet of Lots 24 and 25 and the West 27 feet of the South 13 feet 6 inches of Lot 23 all in Block 6 in L. C. Paine Freer (as Receiver) Subdivision of the East Half (1/2) of the Southwest (1/4) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook, Illinois.

PIN: 20-22-324-038

#### Parcel 8:

The East Forty-Nine (49) feet of Lots Twenty-Four (24) and Twenty-Five (25) of the South 13 1/2 feet of Lots Twenty-Three (23) and the Est 47 1/2 feet of Lot 22 and the East 47 1/2 feet of Lot 22 (except the South 13 1/2 feet thereof) all in Block 6 in L. C. Paine Freer (as Receiver) Suldivision of the East Half (1/2) of the Southwest Quarter (1/4) of Section 22, Township 38 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-22-324-039

#### Parcel 9:

Lots Twenty (20) and Twenty One (21) in Block 6 in L. C. Paine Freer (as Receiver) Subdivision of the East Half (1/2) of the Southwest Quarter (1/4) of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 20-22-324-034

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which hasethe address of 318 East 71st Street Chicago, IL 60619 and

#### Parcel 10:

Lots Five (5), Six (6), Seven (7), Eight (8) in Block 5 in A. J. Kviseley's Addition to Chicago said Addition being a Subdivision of that part of the Northeast Quarter (1/4) lying North of the South 108 acres thereof of Section 17, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

5701-09 W. MACISON, CHOO, IL

PIN: 16-17-201-008

#### Parcel 11:

Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), and Fifteen (15) in Block Five (5) in Kniseley's Addition to Chicago, said Addition being a Subdivision of that part of the North East Quarter (1/4) lying North of the South One Hundred Eight (108) acres thereof of Section Seventeen (17), Township Thirty-Nine (39) North. Range Thirteen (13) East of the Third Principal Meridian, Cook County, Illinois.

which has the address of 5911 West Madison Street, Chicago, Illinois 60644

PIN: 16-17-201-046 and 16-17-201-001

**EDVEDYAGE** 

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