

96210542

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*
Cosmopolitan Bank and Trust
Successor Trustee to
Cosmopolitan National Bank of Chicago

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEPT-01 RECORDING \$29.00
130012 TRAN 1300 02/12/96 11:51:00
#2002 + REC #--96--533869
COOK COUNTY RECORDER

ASSIGNMENT OF RENTS
(ILLINOIS)

Joel D. Hall

291

KNOW ALL MEN BY THESE PRESENTS, THAT ^{*}The Cosmopolitan National Bank of Chicago, A National Banking Association, not personally but 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 June 22 1982 and known as Trust No. 28217 in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto THE FIRST NATIONAL BANK OF LINCOLNWOOD its successors and assigns, all the rents, issues and profits not due on which may hereafter become due, under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the uses or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinafter of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreement and all the avails thereunder unto the grantee herein and especially those certain leases and agreements not existing upon the property described as follows:

THE SOUTH FIFTEEN (15) FEET OF LOT TWO (2), ALL OF LOT THREE (3), ^{THE NORTH 11.0 FEET} ~~AND~~ OF LOT FOUR (4), ~~AND~~ BLOCK SEVEN (7) IN GUBBINS AND MCDONNELL'S SECOND EDGEBROOK GOLF ADDITION TO LOTS 7, 8 AND PART OF LOT 9, IN THE COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1928, AS DOCUMENT NUMBER 100-1003 IN BOOK 259 OF PLATS, PAGE 27.

*310
02/28/96*

Property Address: 6544 N. LaRoy, Lincolnwood, Illinois 60645

Prepared By: First Nat'l Bk of Lincolnwood
Mail To: 6544 N. Lincolnwood Ave
Lincolnwood, IL 60445

Perm R.E. Tax ID No.: 10-33-416-018-0000; 020 & 021

and does authorize irrevocable the above mentioned THE FIRST NATIONAL BANK OF LINCOLNWOOD in its own name 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 lease or agreement, 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 or necessary to enforce the payment of the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or 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 grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said THE FIRST NATIONAL BANK OF LINCOLNWOOD or its agents, 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 be in its judgment deemed proper and advisable.

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This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for One Hundred Eighty Thousand and 00/100--- dollars secured by a Mortgage or Trust Deed dated the 27th day of February, 1996, conveying and mortgaging the real estate and premises herein above described to THE FIRST NATIONAL BANK OF

BOX 333-CTI

UNOFFICIAL COPY

LINCOLNWOOD and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

This assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained.

This Assignment of Rents is Executed by ^{*}The Comopolitan National Bank of Chicago as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, or at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by by the mortgage or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder of holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that The Comopolitan National Bank of Chicago not individually, but as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the contrary.

^{*} Cosmopolitan Bank and Trust
Successor Trustee to
Cosmopolitan National Bank of Chicago

dated at Chicago, Illinois, this 27th day of February, 1996 A.D.

^{*}The Comopolitan National Bank of Chicago, not individually but solely as Trustee as aforesaid.

For signatures and exculpatory provisions, see rider hereto attached which is expressly incorporated herein and made a part hereof.

VICE PRESIDENT

ATTEST:

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public, in and for said County in the State aforesaid, do hereby certify that _____ Vice President of _____ and _____

Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that _____ as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____, A.D.

Notary Public

My Commission expires: _____

S. Gabriel

698833869

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LINCOLNWOOD and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

This assignment shall be operative only in the event of a default in the payment of principal and interest secured by said Mortgage or Trust Deed or in the event of a breach of any of the covenants in said Mortgage or Trust Deed contained.

This Assignment of Rents is Executed by The Comopolitan National Bank of Chicago as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, or at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises covenants, undertakings or agreements herein or in said Note contained, either expressed or implied; all such liability, if any being expressly waived and released by the mortgage or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that The Comopolitan National Bank of Chicago not individually, but as Trustee shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the contrary.

* Comopolitan Bank and Trust
Successor Trustee to
Comopolitan National Bank of Chicago

dated at Chicago, Illinois, this 27th day of February, 1996 A.D.

*The Comopolitan National Bank of Chicago, not individually but solely as Trustee as aforesaid.

By _____
VICE PRESIDENT

ATTEST:

DEPT-01 RECORDING \$29.00
T#0012 TRAN 9665 03/19/96 14:40:00
#4808 # CG # -96-210542
COOK COUNTY RECORDER

State of Illinois)
County of Cook) SS.

I, _____, a Notary Public, in and for said County in the State aforesaid, do hereby certify that _____ Vice President of _____ and _____

Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that _____ as custodian of the corporate seal of this Company, did affix the corporate seal of said Company to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Company, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____, A.D.

Notary Public

My Commission expires: _____

S. Gabriel

69812536

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Cosmopolitan Bank and Trust
Successor Trustee to
Cosmopolitan National Bank of Chicago

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS (ILLINOIS)

KNOW ALL MEN BY THESE PRESENTS, THAT The Cosmopolitan National Bank of Chicago, A National Banking Association, not personally but 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 June 22, 1982 and known as Trust No. 26217 in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto THE FIRST NATIONAL BANK OF LINCOLNWOOD its successors and assigns, all the rents, issues and profits not due and which may hereafter become due, under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the uses or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinafter of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreement and all the avails thereunder unto the grantee herein and especially those certain leases and agreements not existing upon the property described as follows:

THE SOUTH FIFTEEN (15) FEET OF LOT TWO (2), ALL OF LOT THREE (3) AND THE NORTH 11.0 FEET
AND OF LOT FOUR (4),
IN BLOCK SEVEN (7) IN GUBBINS AND
MCDONNELL'S SECOND EDGEBROOK GOLF ADDITION TO LOTS 7, 8 AND PART OF LOT 9, IN THE
COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE
PLAT THEREOF RECORDED MAY 31, 1928, AS DOCUMENT NUMBER 10041003 IN BOOK 259 OF
PLATS, PAGE 27.

Property Address: 6544 N. LeRoy, Lincolnwood, Illinois 60645

Perm R.E. Tax ID No.: 10-33-416-018-0000: 020 & 021

and does authorize irrevocable the above mentioned THE FIRST NATIONAL BANK OF LINCOLNWOOD in its own name 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 lease or agreement, 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 or necessary to enforce the payment of the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or 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 grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said THE FIRST NATIONAL BANK OF LINCOLNWOOD or its agents, 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 be in its judgment deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for One Hundred Eighty Thousand and 00/100--- dollars secured by a Mortgage or Trust Deed dated the 27th day of February, 1996, conveying and mortgaging the real estate and premises herein above described to THE FIRST NATIONAL BANK OF

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LINCOLNWOOD
other costs and

This assign
Mortgage

Comopolitan Bank and Tr
Successor Trustee to
Comopolitan National Bank of

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS (ILLINOIS)

KNOW ALL MEN BY THESE PRESENTS, THAT ~~The~~ ^{Comopolitan} National Bank of Chicago, A National Banking Association, not personally but 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 June 22, 1982 and known as Trust No. 26217 in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto THE FIRST NATIONAL BANK OF LINCOLNWOOD its successors and assigns, all the rents, issues and profits not due and which may hereafter become due, under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the uses or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinunder of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreement and all the avails thereunder unto the grantee herein and especially those certain leases and agreements not existing upon the property described as follows:

THE SOUTH FIFTEEN (15) FEET OF LOT TWO (2), ALL OF LOT THREE (3) / ^{THE NORTH 11.0 FEET} ~~ALL~~ OF LOT FOUR (4), ~~XXXXXX EXCEPT THE SOUTH 10 FEET THEREOF XXXX~~ IN BLOCK SEVEN (7) IN GUBBINS AND MCDONNELL'S SECOND EDGEBROOK GOLF ADDITION TO LOTS 7, 8 AND PART OF LOT 9, IN THE COUNTY CLERK'S DIVISION OF FRACTIONAL SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1928, AS DOCUMENT NUMBER 10541003 IN BOOK 258 OF PLATS, PAGE 27.

Property Address: 6544 N. LeRoy, Lincolnwood, Illinois 60645

Parcel I.D. No.: 10-33-416-018-0000, 000 & 021

and does authorize irrevocable the above mentioned THE FIRST NATIONAL BANK OF LINCOLNWOOD in its own name 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 lease or agreement, 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 or necessary to enforce the payment of the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or 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 grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said THE FIRST NATIONAL BANK OF LINCOLNWOOD or its agents, 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 be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for One Hundred Eighty Thousand and 00/100-- dollars secured by a Mortgage or Trust Deed dated the 27th day of February, 1986, conveying and mortgaging the real estate and premises herein above described to THE FIRST NATIONAL BANK OF

6544 N. LeRoy
60645

60645

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

This ASSIGNMENT OF RENTS is executed by COSMOPOLITAN BANK AND TRUST 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 COSMOPOLITAN BANK AND TRUST hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, 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 the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as COSMOPOLITAN BANK AND TRUST, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note 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 note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, has caused these presents to be signed by its V.P. & Trust Officer

and its corporate seal to be hereunto affixed and attested by its Land Trust Admin., this 12 day of March, 19 96.

ATTEST: Patrick M. Clarke BY: Jerald A. Wiel
 Land Trust Administrator V.P. & Trust Officer

STATE OF ILLINOIS SS
 COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Cerald A. Wiel and Patrick M. Clarke, of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such V.P. & Trust Officer and Land Trust Administrator 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Land Trust Administrator then and there acknowledged that said Land Trust Administrator as custodian of the corporate seal to be affixed to said instrument as said Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 12th day of March A.D., 19 96.

Brian E. Czko
 NOTARY PUBLIC



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Property of Cook County Clerk's Office