



# ASSIGNMENT OF RENTS

DEPT-01 RECORDING \$25.00  
T#0012 TRAN 8923 01/29/96 12:01:00  
#2033 ÷ CG \*-96-074253  
COOK COUNTY RECORDER

Property of Cook County Recorder

Above Space For Recorder's Use Only

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, COLE TAYLOR BANK

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759354.2 T 91.02.2075 344  
a Corporation duly organized and existing under and by virtue of the laws of the STATE OF ILLINOIS, 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 DECEMBER 8, 1995 and known as Trust Number 95-4156 in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, does sell, assign, transfer and set over unto

## FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND

a corporation organized and existing under the laws of the State of Illinois, (hereinafter referred to as the Association) all the rents, issues and profits now 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 use or occupancy of any part of the following described premises:

LEGAL CONTAINED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Form is required to be recorded with this instrument

It being the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Association, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted.

The undersigned, does hereby irrevocably appoint the Association its agent for the management of said property, and does hereby authorize the Association to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Association may do.

It being understood and agreed that the Association shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that the Association may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay, out of that portion of the Trust Estate specifically described above, rent for the premises occupied by it or the beneficiaries of said Trust Estate at the rate of \$ MARKET RATE per month, and a failure on its part promptly to pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This Assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the

Loan No. 16750-3.0

BOX 67

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land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.

**THIS ASSIGNMENT OF RENTS** is executed by the undersigned, 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 it is expressly understood and agreed that nothing herein shall be construed as creating any liability of the undersigned personally to pay rent 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 Assignee and by every person now or hereafter claiming any right hereunder, and that so far as the Assignee and its successors and the undersigned personally are concerned, the legal holder or holders of this Assignment of Rents or owners of any indebtedness accruing or secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the Assignment of Rents hereby created in the manner herein provided, or by action to enforce the personal liability of the guarantors, if any, of such indebtedness.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its AST. VICE President, and its corporate seal to be hereunto affixed and attested to by its ST. TRUST ADMINISTRATOR Secretary, this 29th day of DECEMBER A.D., 1995.

COLE TAYLOR BANK

As Trustee as aforesaid and not personally

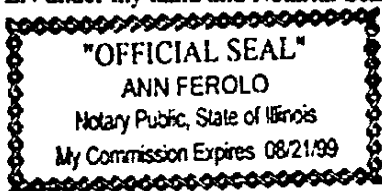
By: [Signature] AST. VICE President

ATTEST: [Signature] ST. TRUST ADMINISTRATOR Secretary

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, THE UNDERSIGNED, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY THAT** MARIO V. GORANCO AST. VICE President of the COLE TAYLOR BANK and LINDA L. HOECKER ST. TRUST ADMINISTRATOR Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and ST. TRUST ADMINISTRATOR Secretary, respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, COLE TAYLOR BANK, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ST. TRUST ADMINISTRATOR Secretary then and there acknowledged that she, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as her 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 25 day of January A.D., 1996.



[Signature]  
Notary Public

This instrument prepared by: GLORIA M. RASMUSSEN  
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND  
475 East 162nd Street, South Holland, IL 60473

MAIL TO: ARBE

Form "AOF4TRUS.DOC"

BOX 67

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## EXHIBIT "A"

### PARCEL 1:

THAT PART OF THE EAST 705.78 FEET (EXCEPT THE EAST 206.31 FEET) OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CENTER LINE OF RAN ROAD BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 47.09 FEET SOUTH, AS MEASURED ALONG THE WEST LINE THEREOF, AND 289.84 FEET EAST, AS MEASURED AT RIGHT ANGLES TO SAID WEST LINE, OF THE NORTHWEST CORNER OF SAID TRACT; THENCE EAST, THE WEST LINE OF SAID TRACT HAVING AN ASSUMED BEARING OF NORTH-SOUTH, 47.50 FEET; THENCE SOUTH 24.0 FEET; THENCE EAST 3.50 FEET; THENCE SOUTH 40.33 FEET; THENCE WEST 51.0 FEET; THENCE NORTH, 64.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

### PARCEL 2:

THE MORTGAGOR ALSO HEREBY GRANTS TO THE MORTGAGEE, ITS SUCCESSORS OR ASSIGNS AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION RECORDED JUNE 14, 1976 AS DOCUMENT NUMBER 23518364, IN COOK COUNTY, ILLINOIS AND CREATED BY DEED FROM WHEELING TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBER 77-286 TO ELMHURST NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 23, 1978 AND KNOWN AS TRUST NUMBER 4287 RECORDED AS DOCUMENT 24834729 AND MORTGAGOR MAKES THIS CONVEYANCE SUBJECT TO THE EASEMENTS AND AGREEMENTS RESERVED FOR THE BENEFIT OF ADJOINING PARCELS IN SAID DECLARATION, WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO FOR THE BENEFIT OF THE REAL ESTATE ABOVE DESCRIBED AND ADJOINING PARCELS.

THIS MORTGAGE/DOCUMENT IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN THE DOCUMENTS LISTED ABOVE, THE SAME AS THOUGH THE PROVISIONS OF SAID DOCUMENTS WERE RECITED AND STIPULATED AT LENGTH HEREIN.

PERMANENT INDEX NO.: 02-12-200-039-0000

ADDRESS OF PROPERTY: 1498 Ports O'Call Drive, Palatine, IL 60067

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