

Assignment of Rents

(Use when land trust is owner of real estate)

DEPT-01 RECORDING \$35.00
720012 TRAN 0494 05/08/96 09:15:00
\$9632 : ER *-96-349912
COOK COUNTY RECORDER

7600568 01-2002 8/105 2002
The Undersigned, **LaSalle National Trust, N.A. successor trustee to LaSalle National Bank successor trustee to LaSalle Bank Northbrook formerly known as Northbrook Trust and Savings Bank Northbrook Trust and Savings Bank n/k/a LaSalle National Trust, N.A.**, not personally, but as Trustee under Trust Agreement dated June 28, 19 86 and known as Trust No. 25- LT-2951 -00
[X] Bank One, Chicago, NA f/k/a Bank One, Wilmette, not personally but as Trustee, u/t/a dated May 22, 1992 and k/a Trust #1000 1WS-1033
[] corporation,
[] limited partnership,
[] d/b/a
[] general partnership or joint venture,

Initials:
cc [handwritten initials]
[handwritten initials]

("Assignor") whose mailing address is
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 Six Hundred Seventeen Thousand and No/100***** Dollars (\$ 617,000.00) payable as 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:

SEE ATTACHED EXHIBIT "A"

Real Estate Tax I.D. No. 04-16-106-023 & 05-29-415-025

There is no tax to be paid and therefore no Tax Billing Information is required to be recorded with this instrument.

BOX 333-CTI

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of fact or law or anything which it may do or refrain from doing hereunder, except for its own willful default, 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 vested in it as such Trustee. All the terms, provisions, stipulations, covenants 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 assessed or be enforceable against the undersigned by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by 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.

Executed at La Grange, Illinois as of April 2, 19 96.

CORPORATION:

_____ a _____ corporation
(state)
By: _____
Its: _____
Attest: _____
By: _____
Its: _____

PARTNERSHIP/JOINT VENTURE:

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

INDIVIDUALS:

LAND TRUST:

***SEE ATTACHED RIDER**
as Trustee under Agreement dated _____, 19 _____, and known as
Trust No. _____, and not personally.
By: _____
Its: _____

STATE OF _____ }
COUNTY OF _____ } SS

I, _____, a Notary Public in and for and residing in the said County, in the State aforesaid, do hereby certify that _____ 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/her/their) free and voluntary act, for the uses and purposes and in capacity (if any) therein set forth.

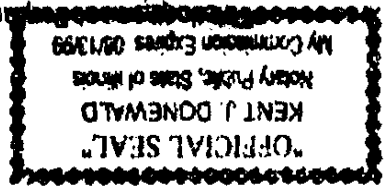
GIVEN under my hand and notary seal this _____ day of _____, 19 _____.

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Attn: Commercial Real Estate Dept.
La Grange, IL 60525
14 S La Grange Road
and Shall be Returned to: Bank One, Chicago, MA



Prepared by: J. Nicola

[Signature]
2 April 19 96

GIVEN under my hand and notary seal this

free and voluntary act, for the uses and purposes and in capacity (if any) therein set forth.
this day in person, and acknowledged that (she/he/they) signed, sealed and delivered the said instrument as (his/her/their)
known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me
and personally

and Carl A. Peterson
and for and residing in the said County, in the State aforesaid, do hereby certify that *Janice J. Peterson*
a Notary Public in

STATE OF ILL
COUNTY OF COOK
SS

Carl A. Peterson
Carl A. Peterson

Janice J. Peterson
Janice J. Peterson

Dated as of April 2 19 96

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.

TRUST BENEFICIARY TO COMPLETE AND EXECUTE FOLLOWING:

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This document is executed by Bank One, Chicago, NA, not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and the undersigned hereby represents that, to the best of its knowledge, it possesses full power and authority to execute this instrument. Further, this document has been executed solely upon the direction of the beneficiaries of this Trust who have the power to make such direction.

It is expressly understood and agreed that nothing herein shall be construed as creating any liability on the undersigned personally or to perform any covenants either expressed or implied herein. All such liability, if any, is hereby expressly waived by the party whose benefit this instrument is being executed and by every person now or hereafter claiming any right or security hereunder. That by acceptance of this instrument the party for whose benefit this instrument is being executed agrees to look solely to the premises hereby conveyed for the payoff thereof, by the enforcement of the lien hereby created, in the manner herein provided or by action to enforce the personal liability of the guarantor, if any, and not to the Trustee personally, for any liability and obligation created hereby.

Bank One, Chicago, NA, as Trustee under the aforesaid Trust Agreement has, to the best of its knowledge, no independent knowledge and has not conducted and will not conduct any investigation as to any environmental issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties, made, granted, extended or asserted whether expressly made or implied by any document to which this exculpation and the Trustee's signature is attached regardless of whether said issues, conditions, circumstances, statements, representations, covenants, undertakings, indemnifications or warranties are contained herein, or formed a part of the consideration or inducement for the execution of this document to, or for the party whose benefit this instrument is being executed. Further, said Trustee hereby represents that, to the best of its knowledge, it does not now have, nor has it ever had, any use, possession, management or control rights or responsibilities with regard to the real property to which title is held by this Land Trust.

Trustee has affixed its exculpatory clause limiting the Trustee's liability under this document, and acceptance of this document by the party for whose benefit this instrument is being executed shall be deemed acceptance of the terms, conditions and provisions of this exculpatory provision.

Bank One, Chicago, NA, f/k/a,
~~Bank One, Winnetka~~
not personally but as Trustee under
Trust No. 113-10.3

Attest: *Edna W. Ross*
EDNA W. ROSS
LAND TRUST ADMINISTRATOR

By: *Beatrice Miller*
LAND TRUST OFFICER

State of Illinois
Cook County

96349912

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 rider are personally known to me to be the 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 this document in writing and caused the Corporate Seal 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 of said Corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 19th day of April, 1996.

Beatrice Miller
Notary Public



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EXHIBIT "B"

RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED April 2, 1996 UNDER TRUST NO. 25-2951-00

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LaSalle National Trust, N.A., 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, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertaking or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee 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 LaSalle National Trust, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance 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. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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EXHIBIT "A"

PARCEL #1 LOT 86 IN SUNSET FIELDS UNIT NO. 5 BEING A SUBDIVISION
IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH,
RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN
ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 2, 1965
AS DOCUMENT 19,372,833, IN COOK COUNTY, ILLINOIS

P.I.N. 04-16-106-023

ADDRESS: 1767 FIELDWOOD DRIVE, NORTHBROOK, IL 60062

PARCEL #2 LOT 1 IN PONTIAC ROAD INDIAN HILL ESTATES RESUBDIVISION
OF LOTS 125, 126 AND 127 IN INDIAN HILL ESTATES UNIT
NO. 2 A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF
SECTION 29, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED DECEMBER 7, 1990 AS DOCUMENT 90597124.

P.I.N. 05-29-415-025

ADDRESS: 1049 PONTIAC ROAD, WILMETTE, IL 60091

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