7658004 FIL. P. Dos alles ASSIGNMENT OF RENTS (ILLINOIS) KNOW ALL MEN BY THESE PRESENTS, City Cook County of set over unto the Assignce

97500612

THAT the Assignor, Dovon Bank an Truntae under Trust Agreement dated August 10, 1972 and known as Trust Number 2326 , of the

of Illinois, to consideration of One Dollar (\$1) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and

Water Tower Fan' of Chicago City

Gook and State County of __ of Illinois, his executors, administrators and assigns, all the avails, rents, issues and profits now die and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, o any agreement for the use or occupancy of any part of the premises hereinafter describer, which may have been heretofo e or may be hereafter made or agreed to, or which may be made or agreed to by the Assignee under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails there-under unto the Assignee

and especially those certain leases and agreements now existing as follows, to with

DATE OF LEASE

LESSEE

TERM

MONTHLY RENT

Above Space For Recorder's Use Only

DEPT-01 RECORDING

740012 TRAN 5905 07/11/97 11:41:00

COOK COUNTY RECORDER

Office such rent being payable monthly in advance with respect to the premises described as follows, to wit: See Legal Description attached hereto and made a part hereof.

9321-0

(1 of 2)

BOX 333-CTI

48081 ¢ CG +-97-500612

\$27.00

| Permanent Real Estate Index Number(s): 13-03-202-045-0000 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Address(es) of premises: 6318 N. Kildare, Chicago, Illinois 60648 |
| and the Assignor hereby irrevoeably appoints the Assignee as his true and lawful attorney 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 his discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maimain 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 his discretion, hereby granting full power and authority to exercise each and every the rights, raivi eges and powers herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the Assignor to the Assignor, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the case and management of said premises, including taxes and assessments, and the interest on incumbrances, if any, which may in said attorney's judgement be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof. |
| Olven under hand and seal this 16th day of June 1997. Devon Bank as Trustee under Trust Agreement dated August 10, 1972 and known as Trust Number 2326. By: ANDREVIH DOBZYN (SEAL) HELEN YOUNAN Trust Operations Officer EXCULTATION ATTACHED |
| COUNTY OF Cook 1. The undersigned DEVON BANK a notary public |
| in and for said County, in the State aforesaid, DO HEREBY CERTIES in at Andrew Dob zyn, AVI? & |
| same person 5 whose name s are subscribed to the foregoing vistrument, appeared before me this |
| day in person, and acknowledged that Hier signed, sealed and delivered the said instrument as Hier refree and voluntary act, for the uses and purposes therein set forth. |
| GIVEN under my hand and official scal this 944 day of July 1997. "OFFICIAL SEAL" ANNA KOWAL NOTARY PUBLIC BTATE OF ILLINOIS My Commission Expires 12/31/99 Commission Expires 12/31/99 |
| Prepared by and mail to: <u>Michael J. Novek</u> |
| 717 North Michigan Avenue |
| Chicago, Illinoia 60611 |
| |

LEGAL DESCRIPTION

LOT 40 AND THE NORTH 11 FEET OF LOT 41 IN ENDERLIN'S ROSEMONT SUBDIVISION IN THE WEST 1/2 OF THE FRACTIONAL NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PTN: 13-03-202-045 address 6318 N KilDare, Chicago, see Proberty of Cook County Clerk's Office

Property of Coot County Clert's Office

This instrument is executed by Devon Bank, not individually but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by Devon Bank are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against Devon Bank by reason of any of the covenants, statements, representation, indemnification or warrants expressed or implied herein contained in this instrument.

It is expressly understood and agreed by every person, firm or corporation claiming any interest under this document that Devon Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to; (i) the presence, disposal, release of any hazardous materials on, over, under, from, or affecting the property of the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any law suit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall covern.