## UNOFFICIAL COPM333040

8811/0034 05 001 Page 1 of 1998-07-21 10:19:30 Cook County Recorder 23,00

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## **ASSIGNMENT OF RENTS** (ILLINOIS)

KNOW ALL MEN BY THESE PRESENTS, THAT Cole Taylor Bank, 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 12, 1998 and known as Trust No. 98-4472 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 an 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 heretolore, 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 belig 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 dear ribed as follows:

UNIT 717 IN THE PRINTER'S ROW CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 3, 4, 9, 10, 15 AND 16 (EXCEPT FROM SAID LOTS THAT PART TAKEN AND USED FOR DEARBORN STREET AND PLYMOUTH COURT) IN WALLACE AND OTHER'S SUBDIVISION OF BLOCK 135 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, 1 OWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25396708, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS. 19/100

Property Address: 717 S. Dearborn, Chicago, Illinois 60605

Porm R.E. Tax ID No.: 17-16-407-021-1087

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 promises, 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 granter 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 Forty Five Thousand and 00/100--dollars secured by a Mortgage or Trust Deed dated the 30th day of June, 1998, conveying and mortgaging the real estate and premises herein above described to THE FIRST NATIONAL BANK OF 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 Cole Taylor Bank 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 covenents, 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 by right or security thereunder. It is understood and agreed that Cole Taylor Bank 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 contrined. 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.

es Trustee as aforesaid.

dated at Chicago, Illinois, this 30th day of July, 1998 A.D.

Cale Taylor Bank, not individually but solely

Given under my hand and notarial seal, this

day of July, 19 98. A.

Notary Public

My Commission expires: 10.1.2000

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did affix the corporate seal of said Company to said instrument as herown 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.

INA M. BREMAN
HOTARY PUBLIC, STATE OF ILLIHOIS
MY COMMISSION EXPIRES 10-1-2000

Zaransky/Gallen