

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

98292166

55-41-97

ALL MEN BY THESE PRESENTS,  
The Chicago Trust Company,  
the Assignor, personally but as trustee  
of/A dated 3/12/98 a/k/a

Trust No. 1105656  
of the City of Chicago  
County of Cook

and State of Illinois  
in 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 set over  
unto the Assignee,

. DEPT-01 RECORDING \$25.00  
. T#0000 TRAN 0052 04/14/98 10:03:00  
. #0546 # CG #-98-292166  
. COOK COUNTY RECORDER

Oak Trust and Savings Bank of the  
City of Chicago County of Cook and State of  
Illinois

, all the avails, 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  
premises hereinafter described, which may have been heretofore or may be hereafter made  
or agreed to, 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 thereunder unto the Assignee and  
especially those certain leases and agreements now existing as follows, to-wit:

such rent being payable monthly in advance with respect to the premises described as  
follows, to-wit:

LOT 2 IN ASSESSOR'S DIVISION OF LOTS 1 TO 8, INCLUSIVE, IN BLOCK 14 IN WOLCOTT'S  
ADDITION TO CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

98292166

Permanent Real Estate Index Number(s): 17-09-239-024-0000

Address(s) of Premises: 534 N. Clark Street, Chicago, Illinois

and the Assignor hereby irrevocably appoints the Assignee as his true and lawful  
attorney to collect all of said avails, rents, issues and profits arising or accruing

BOX 333-CTI

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(Name and Address)

This instrument was prepared by \_\_\_\_\_

I, \_\_\_\_\_ a notary public in and for said County, in the State of \_\_\_\_\_ do hereby certify that \_\_\_\_\_ personally known to me to be the person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as \_\_\_\_\_ for the uses and purposes therein set forth. Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

STATE OF \_\_\_\_\_  
County of \_\_\_\_\_  
SS \_\_\_\_\_

SEE ATTACHED EXCULPATORY CLAUSE FOR SIGNATURE

GIVEN under \_\_\_\_\_ hand and seal \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notwithstanding anything to the contrary appearing in said Assignment of Rents, the interest hereinabove described is assigned and transferred to the Assignee by way of collateral security only and, accordingly, the Assignee by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of the Assignor under said Assignment of Rents, whether provided for by the terms hereof, arising by operation of law or otherwise; the Assignor hereby acknowledging and agreeing that the Assignor is and remains liable hereunder to same extent as though this Assignment had not been made.

at any time hereafter, and all now due or that may hereafter become due under each and every the leases or assignments, 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 available 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 his discretion, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avals, issues and profits to the payments or any indebtedness or liability of the Assignor to the Assignee, 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 incumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

022166

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EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS TRUSTEE UNDER TRUST 110566 ATTACHED TO AND MADE A PART OF THE ASSIGNMENT OF RENT'S DATED MARCH 31, 1998, TO OAK TRUST AND SAVINGS BANK.

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date: April 3, 1998

The Chicago Trust Company, as Trustee  
Under Trust No. 110566

By:

Carolyn P. [Signature]  
Assistant Vice President



Attest:

By:

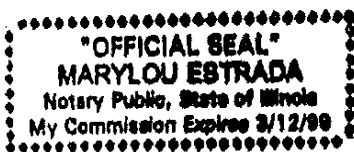
[Signature]  
Assistant Secretary

State of Illinois  
County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of THE CHICAGO TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 3rd day of April, 1998.



Marylou Estrada

NOTARY PUBLIC

98292166

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SERIALIZED  
INDEXED  
FILED