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INSTRUMENT PREPARED BY Allen C. Wesolowski MARTIN & KARCAZES, LTD. 30 North LaSalle St. Suite 4020 Chicago, IL 60602

Chicago, IL 60602

PLEASE MAIL TO:

METROPOLITAN BANK AND

TRUST COMPANY

2201 W. Cermik Road Chicago, IL 65008 5220/0189 04 001 Page 1 of 4
1999-05-21 11:14:22
Cook County Recorder 27.00



puf

ONIOR ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Successor Trustee to First Chicago Trust Company of Illinois as Truste out der a Trust Agreement dated December 31, 1991 and known as Trust No. RV-011556 and under a Trust Agreement dated February 7, 1991 and known as Trust No. RV-011148 (hereinafter called "Afsignor"), the owner of the certain premises at 1311 N. Damen, Chicago, IL and 1546 W. Cortez, Unicago, IL, legally described on Exhibit A attached hereto, does hereby, in consideration of the Pre niscs and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, transfers, sells, assigns and sets over unto METROPOLITAN BANK AND TRUST COMPANY, whose principal place of business is at 2201 W. Cermak Road, Chicago, Illinois 60503 (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Wish Residential Management, Inc. and Ernest R. Wish, secured by a certain Mortgage made by Assignor to Assignee, dated March 12, 1999, and recorded in the Criice of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and all leases now in effect or that become in effect in the future, and all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby irrevocably appoint said Assignee as true and lawful agent in his name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or oral, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all

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without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine, on account of the following:

- 1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.
- 2. Reasonable expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.
 - 3. Take and assessments levied against said premises.
- 4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage cove-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.

The Assignee shall have the right and power to exercise this Assignment of Leases and Rents with or without notice to Assignor of a default under the Mortgage and/or Note as defined and provided therein. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Leases and Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note, which default shall remain uncured beyond any applicable grace period set forth in either the Mortgage or the Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

The Assignor hereby agrees to save, defend, indemnify and hold harmless Assignee from and against any and all liability which may arise or has arisen with respect to the holding and refunding of any and all security deposits tendered by any and all tenants, whether under written or oral agreement, at the premises, unless the security deposits are specifically held and maintained by Assignee.

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under its Trust Nos. RV-011556 and RV-011148, respectively, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or

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enforceable against the said Bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument or the said note, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

IN WITNESS WHEREOF, the Assignor have executed this instrument and the Assignee has accepted delivery of this instrument as of the 12th day of March, 1999.

	DO TEL		Successor Trustee to First Chicago Trus Company of Illinois as Trustee under a Trus Agreement dated December 31, 1991 and known as Trust No. RV-011556 and under a
)~	Trust Agreement dated February 7, 1991 and
			known as Trust No. RV-011148
Attest:		004	molt
Attestation Re Bank and Tr	ot required by Americ ust Company of Chi	can National cago Bylaws	Bv: //////
Secret			TRUST OFFICER Vice President
State of Illinois)		C
) ss.		0
County of Cook)		4
	rsigned, a Nota	By Public in and for	said county, in the aforestid State, do hereby
certify that	NTZ ANIT TDI	IST COMPANY OF	F CHICAGO, and known to me to be the same
nersons whose na	ing And Tre	ihed to the foregoing	g instrument as such TRUST OFFICE Rresiden
and	Se	cretary respectively.	, appeared before me this day in person and
			l instrument as their own free and voluntary act
			he uses and purposes therein set forth.
Dated: March	<u>Z</u> , 1999		Mo
			Notary Public
			Ť

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"OFFICIAL SEAL"
IRA T. KAUFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/05/01

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,

EXHIBIT A

LEGAL DESCRIPTION FOR 1311 N. DAMEN, CHICAGO, IL

LOT 29 AND THE NORTH 10 FEET OF LOT 28 IN BLOCK 1 IN BAIRD AND BRADLEY'S SUBDIVISION IN THE EAST ½ OF THE NORTH WEST 1/4 AND THE WEST ½ OF THE NORTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-06 216-130-0000

EG AL DESCRIPTION FOR 1546 W. CORTEZ, CHICAGO, IL

LOT 30 IN BAUWEN'S AND STEWART'S SUBDIVISION OF THE WEST PART OF BLOCK 20 OF THE CANAL TRUSTEES SUBDIVISION OF THE WEST ½ OF SECTION 5, TOWNSHIP THIR.

Of Courts Office 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-05-308-040-0000