

# UNOFFICIAL COPY

Prepared by: Gary A. Worzeler, Vice President  
Albany Bank & Trust Co., N.A.  
3400 W. Lawrence Avenue, Chicago, Ill. 60622

0 3 7 0 0 3 3 4

the balance, if any, to the Assignor.  
outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5)  
provided: (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining  
provided: (1) interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein

such order as said Assignor deems fit:  
and powers of Assignor hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in  
indemnify the Assignee against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights  
management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to  
Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation,  
alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or  
proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the  
Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation,  
alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or  
proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may  
seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such  
terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and  
conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or  
agents or servants, wholly (herefrom), and may hold, operate, manage and control the said real estate and premises hereinafter described, and  
together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its agents or servants or their  
Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinafter described  
force, and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said  
premises hereinafter described, or of any part thereof, personally or by agent or attorney, as for condition precedent, with or without  
Trust Deed or Mortgage, or before or after any sale therefrom, Assignee shall be entitled to take actual possession of the said real estate and  
with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceeding to foreclose the lien of said  
above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are declared to be due in accordance  
premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage  
Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and  
terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the  
other costs and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage have been fully paid.  
and premises hereinafter described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all  
and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real  
as Trustee or Mortgagee dated September 9, 1985

certain loan secured by Mortgage or Trust Deed to  
Albany Bank and Trust Company N.A.  
Dollars, and interest upon a  
(\$800,000.00)  
Eight Hundred Thousand and 00/100

This instrument is given to secure payment of the principal sum of  
Permanent Index Number  
Commonly known as - 5014 West Church Street, Skokie, Illinois  
East Quarter (1) that part thereof lying west of the East 20 acres of the West half (1)  
of the Northeast Quarter (1) aforesaid.

In Block Four (4) in Cook's Subdivision being a subdivision  
of the East Quarter (1) of the West Half (1) of the Northeast Quarter (1) of Section 16,  
Township 41 North, Range 13, East of the Third Principal Meridian, (excepting from said  
East Quarter (1) that part thereof lying west of the East 20 acres of the West half (1)  
of the Northeast Quarter (1) aforesaid.  
Lot Nineteen (except the East Eight (8) feet thereof)  
19-16-217-063-000  
19-16-217-063-000  
20-16-217-063-000  
21-16-217-063-000  
22-16-217-063-000

all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now due and  
which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, possession  
or, or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have  
hereafter made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers  
hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following  
described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled, it being the intention hereof to make and  
establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits  
thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of Cook, and described as follows, to

Albany Bank and Trust Company N.A.  
valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto  
number 101370  
(hereinafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and

Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated July 5, 1979, and known as its trust  
organized under the laws of the United States of America, not personally but as Trustee under the provisions of a Deed or Deeds in

know all then by these presents, that Lasalle National Bank  
Chicago, Illinois  
September 9, 1985

3500334  
85-294335

85-294335

3500334  
ASSIGNMENT OF RENTS  
8 5 2 9 4 3  
85-294335  
September 9, 1985

# UNOFFICIAL COPY

This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof but said Assignee or the agents, attorneys, successors, or assigns of the Assignee shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

DEPT-01 RECORDING \$11.00  
T#1111 TRAN 5054 11/22/85 14:27:00  
#6102 # A \* -85-294335

**LaSalle National Bank**

THIS ASSIGNMENT OF RENTS, is executed by ~~Albany Bank and Trust Company, N.A.~~, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of ~~Albany Bank and Trust Company, N.A.~~ personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as ~~Albany Bank and Trust Company, N.A.~~, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

**LaSalle National Bank**

IN WITNESS WHEREOF, ~~Albany Bank and Trust Company, N.A.~~, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, at the place and on the date first above written.

**LASALLE NATIONAL BANK**

as Trustee as aforesaid and not personally,

BY:

ATTEST:

*Joseph W. Lane*  
Vice-President-Trust Officer

*Kathy Pacana*  
Assistant Cashier

Kathy Pacana

STATE OF ILLINOIS }  
COUNTY OF COOK } ss.

I, Joseph W. Lane  
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that

JOSEPH W. LANE

Vice-President-Trust Officer

**LaSalle National Bank**

of ~~Albany Bank and Trust Company, N.A.~~ and James A. Clark ASSISTANT SECRETARY  
Assistant Cashier of ~~Albany Bank and Trust Company, N.A.~~, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14th

day of November A.D. 19 85

*Kathy Pacana*  
Notary Public

My Commission Expires on 6-11-88

-85-294335

Assignment of Rents

ALBANY BANK AND TRUST  
COMPANY N.A.  
CHICAGO

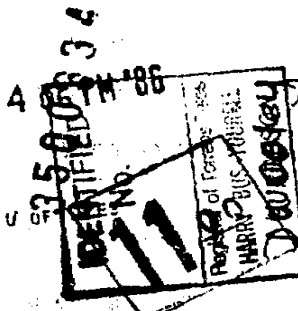
as Trustee

TO

*Box 35*

MAR 7 A

REGISTRAR OF



ALBANY BANK AND TRUST  
COMPANY N.A.

3409 WEST LAWRENCE AVENUE  
CHICAGO 60625

312/267-7300

16-29

5294335