

UNOFFICIAL COPY

D H O 3 6 5 5 3 4 1

05-17-107-042.054 NO

PARCEL 1:

LOT 2 BLOCK 10 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN THE NORTH WEST 1/4, SECTION 17, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 12, 13 AND 14 IN BLOCK 33 IN CHICAGO NORTH SHORE LAND COMPANY'S SUBDIVISION IN SECTIONS 8, 17 AND 18, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

05-17-108-027-12
028-13
029-14

C D O

Property of Cook County Clerk

3655341

RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED September 28, 1987 (UNDER TRUST NO.) 112671

This Assignment of Rents is executed by LA SALLE NATIONAL BANK, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL 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, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE NATIONAL BANK, individually or as Trustee, shall have no obligation to see to the performance or nonperformance 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 contained.

3655341

Attached Hereto And Made A Part Hereof
1. 11-30-84
2. 10-10-84
3. 10-10-84
4. 10-10-84
5. 10-10-84
6. 10-10-84
7. 10-10-84
8. 10-10-84
9. 10-10-84
10. 10-10-84

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[Faint, illegible handwritten text]

STATE OF ILLINOIS
CLERK OF THE SUPREME COURT
JANUARY 1, 1900

IN WITNESS WHEREOF
I have hereunto set my hand
and the seal of the Court
at Springfield, Illinois
this 1st day of January, 1900

[Faint, illegible handwritten text]

Property of Cook County Clerk's Office

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UNOFFICIAL COPY

ASSIGNMENT OF RENTS 36553414 1

KNOW ALL MEN BY THESE PRESENTS, that whereas, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST 112671 dated 9/21/87

of the _____ of _____ County of Cook, and State of Illinois, in order to secure an indebtedness of Eight Hundred Fifty Thousand and no/100 Dollars (\$ 850,000.00) executed a mortgage of even date herewith, mortgaging to First Midwest Bank, National Association the following described real estate:

SEE ATTACHED LEGAL DESCRIPTION

and, whereas, First Midwest Bank, National Association is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned _____

hereby assign, (transfer) and set over unto First Midwest Bank, National Association

hereinafter referred to as the Association and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Association and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Association to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Association shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Association may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 7th day of SEPTEMBER A. D., 1987

LASALLE NATIONAL BANK AS Trustee Under (SEAL)
Trust No. 112671 and not personally (SEAL)
By [Signature] Vice President (SEAL)
Attest [Signature] Assistant Secretary (SEAL)

STATE OF ILLINOIS
COUNTY OF COOK) ss.

Kathy Paena

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RAYMOND JACOBSON VICE PRESIDENT
WILLIAM DILLON ASST. SECRETARY
personally known to me to be the same person, whose name is _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 28th day of Sept A. D., 1987

My Commission Expires on 6-11-88

[Signature]
Notary Public.

3655341

Trustee's Expiration Rider

UNOFFICIAL COPY

Assignment of Rents

Box _____

Loan No. _____

TO _____

00.000.000

Property of Cook County Clerk

STATE OF ILLINOIS }
 COUNTY OF _____ }
 SS. _____
 I, _____, a Notary Public in and for said County, in
 the State aforesaid, DO HEREBY CERTIFY THAT
 President of _____
 and _____
 Secretary of said Corpora-
 tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
 ment as such _____ 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 Corporation, for the uses and purposes therein set forth;
 and the said _____ Secretary then and there acknowledged that _____ as custodian of the
 corporate seal of said Corporation did affix the corporate seal of said Corporation to said instrument as shown free
 and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.
 GIVEN under my hand and notarial seal, this _____ day of _____ A. D. 19____

hath caused these presents to be signed by its _____ President and its corporate seal to be here-
 unto affixed and attested by its _____ Secretary this _____ day of _____ A. D. 19____
 By _____ 365534
 HARRY (BUS) YOURELL
 REGISTRAR OF TITLES
 SEP 20 PM 3:41
 IDENTIFIED No. _____
 Registrar of Titles
 HARRY BUS YOURELL
 WASH
 ATTEST

 STATE OF ILLINOIS
 COUNTY OF _____
 SS. _____

6
 12/20/22
 HARRY (BUS) YOURELL
 REGISTRAR OF TITLES
 365534

1040211
 STATE OF ILLINOIS
 COUNTY OF _____
 SS. _____