## UNOFFICIAL COPY

PETERSON BANK LAND TRUST **ASSIGNMENT OF RENTS** 

3713053

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know all men by these Presents, that Chicago Title and Trust Company, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to seld Trustee in pursuance of a Trust Agreement dated May 5, 1988 and known as its Trust 'kun ber 1091471, hereafter called Assignor, in consideration of Ten Dollars (\$10.00) in hand paid, and of othe good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby essign, transfer and set over unto PETERSON BANK, an Illinois Banking TORPORATION having an office and piece of business in Chicago, Illinois, hereinafter called the Assignee, all the rents, earnings income, issues and profits, it and, of and from the real estate and premises hereinafter described, which are now due and may become due and which may hereafter become due, payable of collectible under or by virtue of any lesse, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any part, of the real estate and premises hereinafter described, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or make, and premises hereinafter described, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or make and establish hereby an absolute transfer and assignment of all such leases and agreements and all trust may be entitled; it being the intermium bereaft to make and assablish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and or "linois, and described as follows, to wit:  Cook and State of "linois, and described as follows, to wit:	Chicago, ((linois May 31,	19 <u>.88</u>
and known as its Trust '(un ber 1091471 ), hereafter called Assignor, in consideration of Ten Dollars (\$10.00) in hand paid, and of othe good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby essign, transfer and set over unto PETERSOR BANK, an Illinois Banking FORPORATION having an office and place of business in Chicago, Illinois, hereinafter called the Assignee, 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 may become due and which may hereafter become due, payable of collectible under or by virtue of eny lease, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any per, or the real estate and premises hereinafter described, which said Assignor may have heretofore 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 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 intermined to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, sernings, issues, income, and profits the county of		
good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby essign, transfer and set over unto PETERSOF BANK, an illinois Banking FORPORATION having an office and place of business in Chicago, Illinois, hereinster called the Assignee, sif the cents, carnings income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now due and may become due and which may hereafter become due, payable of collectible under or by virtue of any lesse, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any per, of the real estate and premises hereinafter described, which said Assignor may have heretofore 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 interior bareof 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 the county of	provisions of a Deed or Deeds in Trust duly recorded and delivered to seld Trustee in pursuance of a Trust Agreement dated May 5,	1988
	good and valuable conside. Joins, the receipt and sufficiency whereof are hereby acknowledged, does hereby essign, transfer and set over upon BANK, an illinois Banking JORPORATION having an office and place of business in Chicago, Illinois, hereinafter called the Assignee, all the income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now due and may become due hereafter become due, payable of collectible under or by virtue of any lesse, whether written or oral, or any letting of, possession of, or an the use or occupancy of any per, of the real estate and premises hereinafter described, which said Assigner may have heretofore made or aghereafter make or agree to, or which may be made or agreed to, by the Assignee under the powers hereinafter granted, together with any reminerating out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of trust may be entitled; it being the interminent and establish hereby an absolute transfer and assignment of all such leases and agreement, estate and premises situated in the rents, estate, income, and promise situated in	into PETERSON  e rents, earnings  e and which may  ly egreement for  greed (a, or may  nts, earnings end  f Assignor's said  reements and ali

Per legal description, attached hereto and made a part hereof.

Lots 27, 28, 29 and 30 in Block 6 in Fred W. Brummel & Co.'s Lincoln-Bryn-Mawr Western Subdivision, being a Subdivision of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 12 and that part Easterly of Lincoln Avenue of the West Was of the East Half of the Northeast Quarter of said Section 12, (excepting therefrom that part thereof lying South of a line 200.0 feet North of the North line of Berwyn Avenue) all in Town 40 North, Range 13, East of the Third Principal Meridian (except streets and alleys) according to the Plat of said Subdivision filed for record in the Recorder's Office of Cook County, Illinois, on the 12th day of April, 1923 as Document Number 7879542 as corrected by Certificate filed for record in the Recorder's Office of Cook County, Illinois, on April 30, 1923, as Document Number 7905451.

TAX# 13 12-209-033 & 034 PA. 5512-18 N. WESTERN AUG., CHGO.

This instrument is given to secure payment of the principal sum of Two Hundred Twenty Thousand and	No/100
Dollars, and interest upon a certain loan securer by	
PETERSON BANK as Trusted or Martgagee datedMay 31, 1988end recorded in the	Penneder's Office or Registered
in the Office of the Registrar of Titlet of the above named County, conveying the real estate and offices $nereinadov$	/ (I' ACT) DBC. 11115 1115(I VIII WIII AINEII
remain in full force and effect until said loan and the interest thereon, and all other costs and charges which accrued or may	herrafter accrue under seld Trust
Deed or Mortgage have tisen paid.	'(')

This assignment shall not become operative until a default exists in the payment of the principal or interest or in the part in the part in ance of the terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

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 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 above described, whether before or after the note or notes secured by said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any cale thereunder, Assignee shell be entitled to take actual possession of the said real state and premises hereinabove described, or of any part thereo, personally or by agent or attorney, as for condition broken, and may with or without force, and with or without process of law, and without any ection on the part of the holder or holders of the indebtedness secured by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real states and premises hereinabove described together with all documents, books, records, papers, and accounts relating thereto, and may sciude the Assignor, its beneficiaries or their agents or servants, wholfy therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, 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 proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises hereinabove cause or or any ground which would entitle the Assignor or its beneficiaries to cencel the same, and may cancel any lease or sub-lesse for any cause or or any ground which would entitle the Assignor or its beneficiaries to cencel the same. In every such case the Assignee shall be entitled to collect and receive

HARRY "BUS" YOUNEL IDENTIFIED 21/27/07 haten a tabes SICKITT Ċ Ç. 60602 Stower Chicago, IL 60659 3232 W. Peterson Ave. SELEKZON BYNK ON. C Place in Recorder's Box KYMAIL TO Reference: Oh/Seung 1/2, Park 5512-13 W. Western Ave., Chicago, IL FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE My Commission Expires 9/22/93 Motery Public, State of Illinois Olintha Smith OLLICIC**YT ZEYF.** Notary Public sidt tees wire of bas bash ym sebnu nevic lead lenelol TO YEL 8861 经门户 pany for the uses and purposes it arein set forth the sente person, coast names are substituted to the tongloring institution of the sale of the tongloring institutions and the sale of the the same persons are subscribed to the foregoing instrument as such officers رور 15.8127 CERTIFY that the above named officers of the CHICHGO TITE 4-STATE OF ILLINOIS COUNTY OF COOK 1, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY IN With to be hereunic.

CORPORATE SEAL J.D E:PRESIDENT Phenozied fon bne biezerote Perial Company Chicago Title eeteustee seat to be hereunto affined and attested to, the day and year first above written. IN WITNESS WHEREOF, the undersigned trustee not personally but as a frustee as aforecaid, has caused these presents to be signed and its corporate Trusted the second of the said note or any jirters that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either or implied herein contained, all such liability, if any, being express or implied herein contained, all such liability, if any, being expressly waived by the Assignes and by every person now or hereafter claiming any rindebtedness accruing hereunder, and that so let as the said trustee personally us concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or co-maker if any.

THIS ASSIGNMENT OF RENTS is executed by the undersigned trustee, not personally hut as a Trustee as alutesaid, in the exercise of the power and authority to execute this and authority to execute this and it is expressly understood and agreed that nothing hereby warrants shall be construed as creating any liability on the said

The failure of Assignee, or any of the agents, atternays, successors or assigns of the Assignee to enforce any of the terms, provisions and conditions of the Saint sor 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 agence, atterneys, successors or assigns of the Assignee shall have full right, power and authority to enforce this agreement, or any of the terms hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

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, administrators, legal representatives, successors and assigns of the parties herefor.

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

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