

3735329

THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN  
Assignment of Rents, DATED August 16, 1988  
EXECUTED BY MIDWEST BANK & TRUST COMPANY, AS TRUSTEE,  
D/T/A # 81-05-363

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings as personal warranties, indemnities, representations, covenants, and undertakings agreements of Midwest Bank and Trust Company, but are made and intended, not purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its' own right, but, as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities representation, covenants, undertaking or agreement contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming through and under them.

Property Office

# UNOFFICIAL COPY

## EXHIBIT "A"

THE NORTH SIXTEEN (16) FEET OF LOT TWELVE (12) AS MEASURED AT  
RIGHT ANGLES TO THE NORTH LINE THEREOF----- (12)  
LOT ONE (EXCEPT THE EAST FIFTY (50) FEET THEREOF----- (1)  
ALL OF LOT TWO----- (2)  
ALL OF LOT THREE----- (3)

IN BLOCK TWELVE (12) IN WESTCOTT'S TURNER PARK SUBDIVISION BEING  
THAT PART OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP  
40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING  
NORTH OF GRAND AVENUE (EXCEPT THE WEST TEN (10) CHAINS THEREOF).

ALSO

ALL THAT PART OF WEBSTER STREET (NOW VACATED) LYING EAST OF AND  
ADJOINING LOTS TWO (2) AND THREE (3) IN BLOCK TWELVE (12), LYING  
SOUTH OF THE NORTH LINE OF SAID LOT TWO (2) PRODUCED EAST THIRTY  
THREE (33) FEET, LYING WEST OF A LINE THIRTY THREE (33) FEET EAST  
OF AND PARALLEL TO SAID BLOCK TWELVE (12), AND LYING NORTH OF THE  
SOUTHERLY LINE OF SAID LOT THREE (3) PRODUCED SOUTHEASTERLY, ALL  
IN WESTCOTT'S TURNER PARK SUBDIVISION, BEING THAT PART OF THE  
SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 40 NORTH, RANGE  
12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF GRAND  
AVENUE (EXCEPT THE WEST TEN (10) CHAINS THEREOF), ACCORDING TO  
THE ORDINANCE VACATING SAID PART OF WEBSTER STREET RECORDED  
OCTOBER 1, 1951, AS DOCUMENT NUMBER 15181892, IN BOOK 394 OF  
PLATS, PAGE 18, IN COOK COUNTY, ILLINOIS.

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Parcel No. 12-26-408-004 Lot 1  
12-26-408-006 Lot 2 *ef*  
12-26-408-024 Lot 3  
12-26-408-014 (affects the North 16 feet of Lot twelve)

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## ASSIGNMENT OF RENTS

The Midwest Bank & Trust Company not personally but as Trustee under Tr. Agreement dated May 7, 1981

Know all men by these presents, that as Trustee under Tr. Agreement dated May 7, 1981  
known as Trust No. 81-05-363 in consideration of the premises and of One Dollar (\$1.00)  
in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign,  
transfer, and set over unto Gary-Wheaton Bank of Downers Grove, its successors  
and assigns, all the 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 uses, or occupancy of, any part of the premises hereinafter  
described, which may have been heretofore, or may be hereafter, made or agreed to, or  
which may be made or agreed to by the grantee hereinafter of 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 grantee herein and  
especially those certain leases and agreements now existing upon the property described  
as follows:

See Exhibit "A" attached and made a part hereof

COMMONLY KNOWN AS: 2643 Haymond Ave. River Grove, Ill. 60171

and does authorize irrevocable the above mentioned Gary-Wheaton Bank of Downers Grove  
in its own name to collect all of said avails, rents, issues, and profits arising or  
accruing at any time hereafter, and all now due or that may hereafter become due under  
each and every lease or agreement, written or verbal, existing or to hereafter exist,  
for said premises, and to use such measures, legal or equitable, as in its discretion  
may be deemed proper or necessary to enforce the payment or the security of such avails,  
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 its discretion, hereby granting full power  
and authority to exercise each and every right, privilege and power herein granted at  
any and all times hereafter without notice to the grantor herein, its successors and  
assigns, and further, with power to use and apply said avails, rents, issues and profits  
to the payment of any indebtedness or liability of the undersigned to the Gary-Wheaton  
Bank of Downers Grove or its agents, 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 encumbrances, if any,  
which may be in its judgement deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or  
upon a certain loan for \$ 200,000.00 dollars secured by a Mortgage or  
Trust Deed dated the 16th day of August  
19 88 conveying and mortgaging the real estate and premises herein above described  
to Gary-Wheaton Bank of Downers Grove and this instrument shall remain in full force  
and effect until said loan and the interest thereon and all other costs and charges  
which may have accrued under said Mortgage or Trust Deed have fully been paid.

This assignment shall be operative only in the event of a default in the payment of  
principal and interest secured by said Mortgage or Trust Deed or in the event of a  
breach of any of the covenants in said Mortgage or Trust Deed contained.

Midwest Bank and Trust Company not personally  
but as Trustee under Trust No. 81-05-363

SEE EXCULPATORY RIDER  
ATTACHED TO AND  
MADE PART HEREOF.

*[Handwritten Signature]*  
Vice President  
1988/3/24

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State of Illinois)

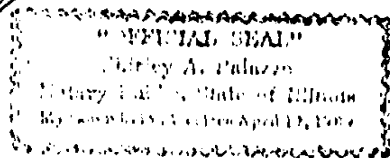
County of Cook

I, Shirley A. Palazzo, a Notary Public, in and for said County in the State of aforesaid, do hereby certify that Michael J. Hall, II ~~Michael J. Hall, II~~ Michael J. Hall, II, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Shirley A. Palazzo  
Notary Public

MY COMMISSION EXPIRES:

April 17, 1984



Prepared By: Violet C. Anton  
1200 Ogden Ave. Downers Grove, Ill. 60515

Notary Public of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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IN DUPLICATE  
#7355629

#7355629

#7355629

REGISTER OF DEEDS  
HARRY "BUS" YOURELL  
CLERK OF DEEDS

IDENTIFIED No.
Register of Deeds Title HARRY "BUS" YOURELL F.A.T.I.C.

First American Title Insurance  
Company of the Midwest  
100 North LaSalle Street Suite 400  
Chicago, Illinois 60602 750-6780