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The rights and remedies of assignees under this assignment are limited to the rights and remedies set forth in the following sections, and shall not be enlarged by any other provisions of this instrument.

Assignment shall be null and void and of no effect if the assignor is not a legal owner of the premises at the time of the assignment, or if the assignment is made in violation of any law, statute, ordinance, or regulation.

If the indebtedness shall be paid in full prior to the expiration of the term of the lease, the assignor shall be entitled to a refund of the amount of the advance payment, less the amount of the unpaid rent, and the assignor shall be entitled to a refund of the amount of the advance payment, less the amount of the unpaid rent, and the assignor shall be entitled to a refund of the amount of the advance payment, less the amount of the unpaid rent.

This assignment shall be binding upon the assignor and the assignee, and shall be binding upon the assignor and the assignee, and shall be binding upon the assignor and the assignee.

Any default on the part of the assignor hereunder shall constitute a default of the assignee under the terms of this assignment.

Notwithstanding to whomsoever the premises hereunder may be assigned, the assignor shall remain liable for the performance of the obligations hereunder, and the assignor shall remain liable for the performance of the obligations hereunder.

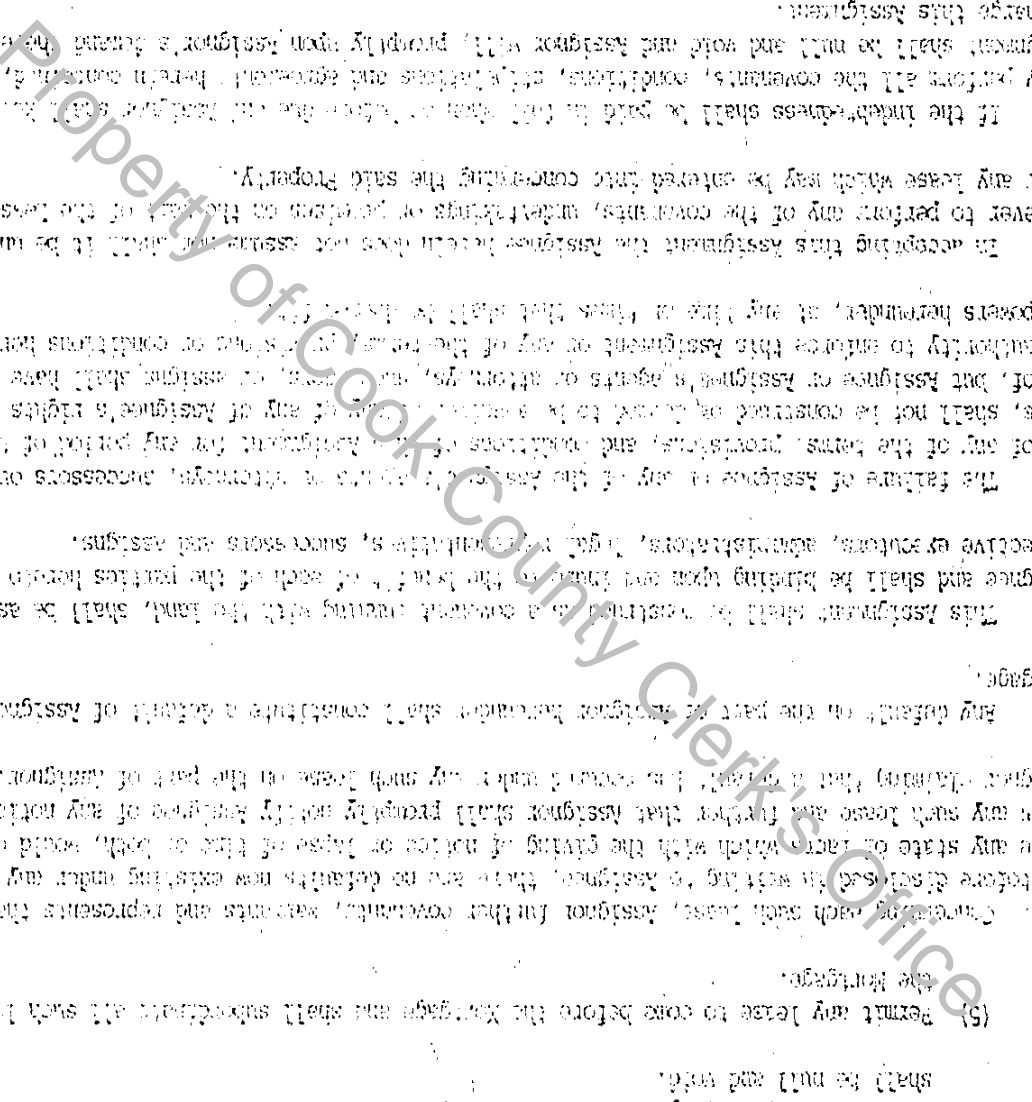
(5) Permit any lease to come before the Mortgage and shall subordinate all such leases to the lien of the Mortgage.

(6) Accept any rent payable under any lease in advance of the time when the same is payable under the terms thereof, and any of the above acts, if done without the written consent of the Assignee, shall be null and void.

(7) Consent to any assignment of the interest of the tenant in any lease, or to any sub-letting thereof.

(8) Reduce the rent provided for in any lease, or to let any lease in any way, either orally or in writing, or grant any concession in connection with any lease, either orally or in writing.

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FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE,  
solely as trustee as aforesaid, and not personally,

BY: [Signature]  
Its Assistant Trust Officer

Attest: [Signature]  
Its Assistant Trust Officer

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Rents and Leases.

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE, Trustee, executes this Assignment of Rents and Leases as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed by the mortgagor herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note secured by this Mortgage shall be construed as creating any liability on the Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the premises hereby conveyed by enforcement of the provisions hereof and of said Note, but this waiver shall in no way affect the personal liability of any co-maker, co-signer, endorser or guarantor of said Note.

This Assignment shall be governed and controlled by the laws of the State of Illinois.

Notwithstanding exemption laws of the State of Illinois.

Assignor hereby releases and waives all rights, if any, of Assignor under or by virtue of the

enforcement of any waiver, amendment, change, modification or discharge is sought. This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom

are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

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Park Ridge IL 60069

607 N. Devon Av.

FIRST STATE BANK & TRUST COMPANY OF PARK RIDGE

Tom Olen, Assistant Vice President

THIS INSTRUMENT PREPARED BY AND DELIVER TO:

My Comm. Expires Dec. 19, 1998

Notary Public

*Signature*

Given under my hand and official seal, this 15th day of December, 1998.

I, the undersigned, a Notary Public in and for the County and State aforesaid  
DO HEREBY CERTIFY that Carolyn S. Sims, Assistant Trust Officer of First State Bank &  
Trust Company of Park Ridge, a corporation, and Tom Olen, Assistant Trust Officer of said  
corporation, personally known to me to be the same persons whose names are subscribed to the foregoing  
instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this  
day in person and acknowledged that they signed and delivered the said instrument as their own free and  
voluntary acts, and as the free and voluntary act of said corporation, as trustee, for the uses and purposes  
therein set forth, and the said Assistant Trust Officer did also then and there acknowledge that he, as  
custodian of the corporation, did affix the said corporate seal of said corporation to instrument as his own  
free and voluntary act, and as the free and voluntary act of said corporation, as trustee, for the uses and  
purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS: )

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3/23/04

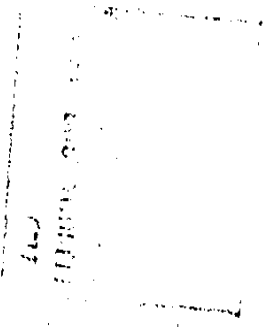
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DEC 29 PM 3:57  
CAROL P. BASSETT, CLERK  
REGISTER OF DEEDS

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