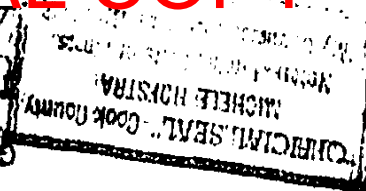


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Property of Cook County Clerk's Office



GIVEN UNDER BY HAND AND NOTARY SEAL
THIS 13th DAY OF February, 1990

3861855-1

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Edward S. Veigard, VICE PRESIDENT OF AMALGAMATED TRUST AND SAVINGS BANK, AND Terrence Spang, ASSISTANT SECRETARY OF SAID BANKING CORPORATION, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant 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 acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee for the uses and purposes herein set forth.

STATE OF ILLINOIS) SS
COUNTY OF COOK)

AMALGAMATED TRUST AND SAVINGS BANK
NOT INDIVIDUALLY, BUT AS TRUSTEE
UNDER TRUST NO. 3177
BY: Edward S. Veigard
VICE PRESIDENT
ATTEST: Michelle Horstra
ASST. SECRETARY

This instrument is executed by AMALGAMATED TRUST AND SAVINGS BANK, not in its individual capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST AND SAVINGS BANK in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said AMALGAMATED TRUST AND SAVINGS BANK, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinafter described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part of all of the property or funds at any time subject to said Trust Agreement.

RIDER ATTACHED TO Assignment of Funds
DATED: 2/12/90

3851854

1. To the payment of all necessary expenses for the operation, protection and preservation of said premises, including the usual and customary fees for management services;
2. To the payment of taxes and assessments levied and assessed against the property described herein as said taxes and assessments become due and payable;
3. To the payment of premiums due and payable on policies insuring said premises;
4. To the payment of installments of principal and interest on the principal note as and when they become due and payable and to the payment of any other amounts which may become due and payable pursuant to the terms of said mortgage; and
5. The balance remaining after payment of the above shall be paid to the then owner of record of said premises.

In the event Assignee does take possession of the premises in question pursuant to the provisions of this assignment, Assignee shall not, under any circumstances, be liable for the failure to collect rents.

Any amounts received or collected by Assignee, its successors or assigns by virtue of this agreement shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the holder of the principal note:

- (a) To collect all of the rents, issues and profits now due or which may hereafter become due or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of said premises and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits;
 - (b) To use and possess furniture, furnishings, equipment, names, signs, books, records and files, and all other personal property used in the operation of Assignor's business;
 - (c) To operate the property and business of Assignor and pay all costs of operations, including costs not met from income collections obtained from such operations, and to make such other disbursements as may be reasonably necessary, in the opinion of the Assignee, to properly operate said property; and any and all such sums of money advanced for such purposes, or any of them, shall be deemed as additional principal sums secured by the mortgage above described. Nothing herein contained, however, shall be construed as requiring Assignee to advance or expend money for any of the purposes aforesaid;
 - (d) To execute new leases or modify existing leases.
- In the event of any such default referred to in the preceding paragraph hereof, Assignor does hereby authorize and empower the Assignee, its successors and assigns, or the holder of the principal note:

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ASSIGNMENT OF RENTS

FEB 22 AM 10:03

CAREL MORTGAGE TRUST #3177

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72515/ST/CA
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KNOW ALL MEN BY THESE PRESENTS, that CAREL MORTGAGE TRUST #3177, an Amalgamated Trust and Savings Bank, as Trustee, Under Agreement dated 2/23-77 and known as Trust #3177 hereinafter called the "Assignor", in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto

BELMONT NATIONAL BANK, 3179 N. CLARK STREET, CHICAGO, ILLINOIS

458198E

MR

hereinafter called the "Assignee", and their respective successors in office and assigns, all of the rents, issues and profits now due by virtue of any leases or sub-leases, whether written or verbal, or any letting or subletting or agreement for the use or occupancy of any part of the premises located upon the property described in the attached Exhibit "A" to which the Assignor is entitled. This Assignment includes the rents, issues and profits now or hereafter due by virtue of the said leases or sub-leases, if any,

This Agreement is made as additional security for the payment by Assignor of the principal note dated February 12, 1990 in the sum of wine Hundred Eighteen Thousand and no/100----- Dollars (\$ 918,000), with interest as stipulated therein, executed and delivered by the said Assignor to the Assignee, and as additional security for the full and faithful performance by the said Assignor of all of the terms and conditions of a certain mortgage or a deed of trust in the nature of a mortgage dated February 12, 1990, executed and delivered by the Assignor to the Assignee to secure the payment of the principal note and covering the premises described in Exhibit "A".

Assignor agrees that this Assignment shall cover all future leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of said premises.

Assignor further agrees that it will not assign the rent or any part of the rent of said premises, or cancel or amend any lease now in existence or hereafter made, or collect rents thereunder for a period further in advance than thirty (30) days without the written consent of the Assignee, or do any other act whereby the lien of the aforesaid mortgage may in the opinion of the Assignee be impaired in value or quality.

3861851

Assignor further agrees that this Assignment shall remain in full force and effect so long as the principal note remains unpaid and that it may be enforced by the Assignee, its successors and assigns, or the holder of said note.

It is the intention of the Assignor to create a present assignment of all the rents, issues and profits now due or which may hereafter become due. Under or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of the premises hereinabove described, but in as much as this Assignment is made as additional security for the payment of the principal note hereinabove set forth, it is agreed that the Assignee's rights to collect said rental shall be conditioned upon the existence of default in the payment of said principal note according to its terms or in the performance of the terms and conditions of the Mortgage and security agreement in the nature of chattel mortgage executed and delivered by the Assignor to secure the payment of said principal note.

LOTS 1 THROUGH 9 (BOTH INCLUSIVE) AND LOT 10 (EXCEPT THE SOUTH 3 FEET THEREOF) IN BLOCK 135 IN SOUTH CHICAGO SUBDIVISION MADE BY THE CALUMET AND CHICAGO CANAL AND DOCK COMPANY OF ALL THAT PART OF SECTION 6 SOUTH OF THE INDIAN BOUNDARY LINE, SOUTHWEST OF PITTSBURG, FORT WAYNE AND CHICAGO RAILROAD AND WEST OF THE CALUMET RIVER, (EXCEPTING LAND BELONGING TO THE NORTHWESTERN FERTILIZING COMPANY), ALSO THE NORTHEAST FRACTIONAL QUARTER AND THE EAST 2/3 OF THE NORTHWEST FRACTIONAL QUARTER OF FRACTIONAL SECTION 7, NORTH OF THE INDIAN BOUNDARY LINE, ALL IN TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index No. is 26-07-120-043-0000
Property Address: 9618 S. Commercial Avenue, Chicago