

# UNOFFICIAL COPY

ASSIGNMENT OF RENTS

0 7 3827077

Know all men by these presents, that Columbia National Bank of Chicago National Bank Association, not personally but as Trustee under the Provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated October 17, 1990 and known as Trust No. 3544

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 COLUMBIA NATIONAL BANK OF CHICAGO

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 hereinunder 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:

## EXHIBIT "A"

### DESCRIPTION OF PROPERTY

#### ITEM 1

Unit 1 as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 18th day of December 1985 as Document Number 3484584.

#### ITEM 2

An undivided 25% interest (except the Units delineated and described in said survey) in and to the following described premises:

Lot eight, in Central and Dearlove Road Acres, being a Subdivision in the Southwest Quarter (1/4) of Section 32, Township 42 North, Range 12, East of the third Principal Meridian, according to the Plat thereof filed April 10, 1947, as Document Number 114264, in Cook County, Illinois.

commonly known as 10201 Dearlove, Glenview, IL PIN #04-32-302-014-1001

COLUMBIA NATIONAL BANK OF CHICAGO  
5250 N. HARLEM AVENUE  
CHICAGO, ILLINOIS 60656

RETURN TO SAME:

CLERK'S OFFICE  
COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL STREET  
CHICAGO, ILLINOIS 60602

3927077

UNOFFICIAL COPY

3927077

IN DUPLICATE

ATTORNEY AT LAW  
GUARANTY TRUST CO.  
29 S. LA SALLE ST.  
CHICAGO, ILL.  
31276

Assignment of rents is executed by COLUMBIA NATIONAL BANK OF CHICAGO as Trustee, solely in the exercise of the authority conferred upon it as 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 Columbia National Bank of Chicago, individually, or as Trustee shall have no obligation to see to the performance or non-performance 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. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property and this instrument shall not be construed as an admission to the contrary.

dated at Chicago, Illinois, this 6th day of November, 19 90 A.D.

1990 NOV 19 PM 12:34  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

1990 NOV 19 PM 12:34  
COLUMBIA NATIONAL BANK OF CHICAGO  
not individually but solely  
as Trustee aforesaid.

BY: [Signature]  
VICE PRESIDENT  
Trust Officer

ATTEST:  
[Signature]  
ASST. TRUST OFFICER

State of Illinois )  
                          ) SS.  
County of Cook )

I, \_\_\_\_\_, a Notary Public, in and for said County in the State aforesaid, do hereby certify that EDLIS J. WITWICKI TRUST OFFICER, Vice President of COLUMBIA NATIONAL BANK OF CHICAGO and HELEN M. REBE ASST. TRUST OFFICER of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and \_\_\_\_\_ 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said TRUST OFFICER then and there acknowledged that she, as custodian of the corporate seal of this Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 6 day of November, 19 90 A.D.

[Signature]  
Notary Public

"OFFICIAL SEAL"  
JURA L. KELLEY  
Notary Public, State of Illinois  
My Commission Expires 8/21/98

My Commission expires

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STATE OF ILLINOIS  
COUNTY OF COOK  
NOTARY PUBLIC  
My Commission Expires 03/31/90

RETURN TO SAME:

CHICAGO, ILLINOIS 60656  
5250 N. HARLEM AVENUE  
COLUMBIA NATIONAL BANK OF CHICAGO  
Patricia Mellett

THIS INSTRUMENT WAS PREPARED BY:

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.

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.

heretinaabove described to  
COLUMBIA NATIONAL BANK OF CHICAGO  
of November 19 90  
conveying and mortgaging the real estate and premises  
loan for \$330,000.00 dollars secured by a Mortgage or Trust Deed dated the 6th day

This instrument is given to secure payment of the principal sum and interest thereon upon a certain day of the month of November 19 90  
and the interest on encumbrances, if any, which may be in its judgment deemed proper and advisable:  
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,

to the payment of any indebtedness or liability of the undersigned to the said  
COLUMBIA NATIONAL BANK OF CHICAGO  
and does authorize irrevocably the above mentioned  
COLUMBIA NATIONAL BANK OF CHICAGO  
in its own name to collect all of said avals, 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 of the security of such avals, 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 with out notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avals, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND  
MADE A PART HEREOF

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7705005

CLERK'S Office

3082331

# UNOFFICIAL COPY

My Commission Expires 6/31/99  
Notary Public, State of Illinois  
LAURA L. KELLEY  
OFFICIAL SEAL

*[Signature]*  
Notary Public

Given under my hand and notarial seal, this 6 day of *[Month]*, 19 90, A.D.

the uses and purposes therein set forth.  
free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for  
seal of this Bank, did affix the corporate seal of said Bank to said instrument as  
then and there acknowledged that *[Name]*, as custodian of the corporate  
Trustee as aforesaid, for the uses and purposes therein set forth; and the said  
instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as  
appeared before me this day in person and acknowledged that they signed and delivered the said  
of said Bank, who are personally known to me to be the same persons whose names  
are subscribed to the foregoing instrument as such Vice President and  
do hereby certify that *[Name]* and *[Name]*, Vice President of  
COLUMBIA NATIONAL BANK OF CHICAGO, and *[Name]*, ASST. TRUST OFFICER  
I, a Notary Public, in and for said County in the State aforesaid,

State of Illinois )  
County of Cook ) SS.

ATTEST:  
*[Signature]*  
ASST. TRUST OFFICER

BY *[Signature]*  
VICE PRESIDENT  
COLUMBIA NATIONAL BANK OF CHICAGO  
not individually but solely  
REGISTRAR OF TITLES  
CAROL NUBERT CHAMBERLAIN

1590 NOV 19 PM 12:34  
REGISTRAR OF TITLES  
CAROL NUBERT CHAMBERLAIN

dated at Chicago, Illinois, this 6th day of November, 19 90, A.D.

and this instrument shall not be construed as an admission to the contrary.  
Trustee is not entitled to receive any of the rents, issues, or profits of or from said trust property  
in violation or any of the covenants herein contained. It is further understood and agreed that the  
covenants or promises herein contained, and shall not be liable for any action or non-action taken  
Trustee shall have no obligation to see to the performance or non-performance of any of the  
individually, or as  
understood and agreed that Columbia National Bank of Chicago  
of said Note and by every person now or hereafter claiming any right or security thereunder. It is  
all persons claiming by, through or under said mortgage or the holder or holders, owner or owners  
any being expressly waived and released by the mortgagee or holder or holders of said Note and by  
or agreements herein or in said Note contained, and agreed or implied; all such liability, if  
responsibility shall be assumed by the holder or holders of said Note, Trustee, and no person  
shall be liable in the exercise of the duties of the Trustee, and no person  
attorney, guaranty fund, or  
29 S. LA SALLE ST.  
CHICAGO, ILL. 60606  
31206

REGISTER  
CAROL NUBERT CHAMBERLAIN  
REGISTRAR OF TITLES

IN DUPLICATE  
138898  
3927077

ITEM 2

An undivided 25% interest (except the Units delineated and described in said survey) in and to the following described premises: