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Doc#: 0831549014 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds Date: 11/10/2008 11:25 AM Pg: 1 of 10

WHEN RECORDED MAIL TO:
FIRST CHICAGO BANK &
TRUST
Itasca Branch
1145 N. Arlington Heights
Road
Itasca, IL 60143

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Lukasz Moryl
FIRST CHICAGO BANK & TRUST
1145 N. Arlington Heights Road
Itasca, IL 60143

255914



\*0000000112024867-1011510202008\*

### **ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated October 20, 2008, is made and executed between O.L. Gil Snyder Revocable Trust, Dated October 28, 1998, O.L. Gil Snyder and Phyllis J. Snyder, as Co-Trustees, as to an undivided 1/2 interest and Phyllis J. Snyder Revocable Trust, dated October 28, 1998, Foyllis J. Snyder and O.L. Gil Snyder, as Co-Trustees, as to undivided 1/2 interest. (referred to below as "Grandor") and FIRST CHICAGO BANK & TRUST, whose address is 1145 N. Arlington Heights Road, Itasca, IL 60143 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

### SEE ATTACHED FOR LEGAL DESCRIPTION:

The Property or its address is commonly known as 1125 N. 27th Ave, Melrose Park, IL 60160. The Property tax identification number is 15-04-404-071.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or

### ASSIGNMENT OF RENTS

(Continued)

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refeatier areng, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether use or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or undetermined, absolute or contingent, liquidated as unliquidated, whether borrower or Grantor may be liable individually or jointly with others, whether obligated as governments may be or grantor party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. This Assignment secures the indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note were made as twenty (20) years from the date of this Assignment. The revolving line of credit obligates Lender to make advances of the execution of this Assignment. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the bridge of Documents.

FUTURE ADVANCES. In addition to the Note, this Assignment secures shifting advances made by Lender to Software of Grantor A commitment. Specifically, without similation, this Assignment secures, in addition to the amounts specified in the Note all luture amounts inantation, this Assignment secures, in addition to the amounts specified in the Note all luture amounts is an ender it describes may look to Branton, together with all interest continue.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDERTEDNESS AND (2) PERFORMENT, THIS ASSIGNMENT, THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE. THIS ASSIGNMENT, THE SELATED ON THE FOLLOWING TERMS.

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one accept" sub-delicrency" law, or any other law which 'dry prevent Lender from bringing any action against Granton calculating a claim for deficiency to the extent Lender's entitled to plain for deficiency, to the extent Lender's commencement or completion of any coredosure action, either judicially or by exercise of after tender's commencement or completion of any coredosure action, either judicially or by exercise of a process of a series.

BOTTOWER'S WAIVERS AND RESPONSIBILITIES. Lender need not reli Borrower about any action or maction. Lender takes in connection with this Assignment. Borrower share the responsibility for being and keeping and center, the Property. Borrower waives any defenses that may sties because of any action or inaction of Lender to teatize upon the Property. Borrower agrees to temain liable under the Note with Lender to matter when in resting upon the Property. Borrower agrees to temain liable under the Note with Lender to matter when an earlier and any allege of the Most with Lender to matter when an earlier this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment of any Related Documents of they Secone due, and shall amounts secured by this Assignment of they Secone due, and shall emount of Granton's obligations under this Assignment. Unless and utilities as utoyided below and so long as there is no default under this Assignment, Branton may remain in the Revis as utoyided below and so long as there is no default under this Assignment, Branton may remain in proceeding of the right to collect the Revis shall not constitute Lander's someon to the use of pack collecting of the right to collect the Revis shall not constitute Lander's someon to the use of pack collecting.

### GRANTOR'S REPRESENTATIONS AND WARRANTIES. Granton wantable ingi

sed claims except as disclosed to and accepted by Lender in writing. Ownership: Grantor is entitled to receive the Rents free and class or all aghis, lonns, hens, openinboarces.

**Right to Assign.** Grantor has the full right, power and authority to enter hits this Assignment and to ensign and convey the Rents to Lender.

**the Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by

**No Further Transfer**. Grantor will not sell, essign, encironer, or otherwise dispose or any of Grantor will not sell, essignment

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## **UNOFFICIAL COPY**

## ASSIGNMENT OF RENTS (Continued)

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**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and viater utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lende may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the fients. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without

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appointment of a receiver for any part of Borrower's or Granton's property, any assignment for the bencht The dissolution or retimination of the Trust, the manivener of Borrower or Grantor the

of streditors, any type of creditor workout, or the commencement of any increeding under any bankruptory

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Palse Statements. Any wattenty, representation or statement made or furnished to Lender by Boncwei or

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Environmental Default. Failure of any party to comply with or berlock when due now term obligation.

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Detault in Favor of Third Parties. Borrower or Grantor detauds under any tark, extension of credity, security oftenment, purchase or sales agreement, or any other agreement, in favor of averson other creditor or person

**Default on Other Payments.** Failure of Grantor within the time radynear trying of or to effect discharge payment for taxes or insurance, or any other payment necessary to unwent filing of or to effect discharge

and Bottower or Granton.

or to perform any term, obligation, covenant or condition of viamed in any other agreement between Lender Hilly yiggod of to strainbood baseleff artific yes in to themogisal airly ni banistrod notibriod to trianguage Borrower or Grantor fails to comply with the perform any street terror, obligation,

Payment Default. Borrower falls to make any poyment when under the Indebtedaess

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Each to helper at Lender's applied, shall consiste an Event of Default under this DEFAULT

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Assignment also will secure payment at these amounts. Such right shall be in addition to all other rights and Aritussm stated as a bolice are the sub- set this hold by the green and the Meters manner of the set of the se to become ane during either (1) the term of any applicable insurance policy; or (2) the remaining term of the stnemyed to the balance of the thote and be apportioned among and be payable with any installment payments

sypenses will become a part of the Indebtedness and, at Lender's option, with the payable on demands. (B) state that the Notice from the date incurred or paid by Lender at the date of tenanted by Gramon Ad such All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged placed on the Remark to Property and paying all costs for insuntaining and preserving tine Property discharging or paying all taxes, liens, security interests, encombrances and other cisims, at any time laviad or indistribution be obligated to) take any action that cender deems appropriate, noticoling but not limited to

required to discharge or pay under this Assignment or any Related Dodoments, Lender on Grantor's behalf may Decuments, including but not limited to Granton's failure to discharge or pay when due any amounts Granton is

natelest yns to trammeissA sirb to noisivorg yns dtiw vlamou of slief forten tramment in grandfall di fareten FENDER'S EXPENDITURES. If any action or proceeding is conmenced that would materially affect Lender is

laddment, decree, order, settlement or compromise relating to the indebtedness or to this Assignment same extent as it that amount never had been originally received by Lender, and Grantor shall be bound by any sett ut betevacet to bieger triuoms edt encos et eurofnen tilw yttegorg ent bins szenberdebnt ent ginchebive memergs to memorited leading to stop you be to to semingrad sidt to notellations yns gribnstadtiwton

Assignment and this Assignment shall continue to be effective or shall be remistated, as the case may be amitation Bernawer), the Indebtedness shall be considered unpaid for the purpose at enforcement of the

> (Continued) 1090 NO 1120248671

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ASSIGNMENT OF RENTS

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## ASSIGNMENT OF RENTS (Continued)

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Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party cies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith bolieves itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Porrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper glounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the possession or to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this

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the tychologist series really file of notitible of sizes out on your year liftwo ale appraisal less, title mourance, and fees for the Trustee, in the extent permitted by applicable law. Granter the cost of searching records, obtaining title reports finducing forechistie reports), surveyors reports, and venate any automatic stay or injunction), appeals, and any articipated post judgment collections sarvices, payand judinding attorneys, tees and expenses for bankruptcy proceedings including afforce to modify or reder applicable law, Lender's attorneys' fees and Lender's legal expenses, whather or not there is a and repaid. Expenses covered by this paragraph include, without limitation, however subject to say limits enulibrisque and to stab and most stort stort and to reason have been been been no aldayag assenbatdabet act to red a emoded liens sudge at to memedicine entricitzerationati to notbetorg edit to terms yne te visasaan ars noinigo e'rabhat ni tsha budar hander bandar ar ender's opinion are necessary at any stancyst lees at the Teahlown as doings those year or not any court action as involved, and the the extent gaziābutiedi" reudet spajį pe engljed to tecovei soch stat as the coch way adjudge tessoriable as

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**ASSIGNMENT OF RENTS** 

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MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment.

permes sought to be charged or bound by the alteration or amendment to strendment to the Assignment shall be effective unless given in writing and signed by the party or to notinestanding and agreement of the parties as to the matters set forth in this Assignment. Mo alteration of Amendments, Tols Assignment, together with any Related Documents, constitutes the entire

preminglass sign to anoising of the interpretation of the surection Caption Headings. Caption has here only and everyone are not convenience purposes only and everyon to

Governing Law. This Assignment (vill be governed by tederal law applicable to Lender and, to the extent

coordings. This Assignment has been accorded by Lender in the State of Illinois. well to statiffed by federal law, the laws of the State of Illinois without regard to its conflicts of law

Choice of Venue. If there is a lawsuit, Granto agrees upon Lander a request to supmit to the junsdiction

of the courts of DuPage County. State of Illinois.

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the written consent of Lender: statest or estate in the Property at any time held by or for the near of Lender hit any capacity, without

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## ASSIGNMENT OF RENTS (Continued)

may be granted or withheld in the sole discretion of Lender.

Loan No: 112024867-1

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and in ure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Oliver Snyder.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means O.L. Gil Snyder, Trustee of O.L. Gil Snyder Revocable Trust, Dated October 28, 1998, and O.L. Gil Snyder as Trustee to Phyllis J. Snyder Revocable Trust, dated October 28,

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### **PSSIGNMENT OF RENTS**

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cestibed in the "Assignment" section of this Assignment Property The word "Property" means all of Grantor's right trite and interest in and to all the Property as

certisties existing, executed in connection with the Indebtedness. security deeds, collateral mortgages, and at other instruments, agreements and decuments, whether now agreements, environmental agreen ent.), guaranties, security agreements, mortgages, deeds of most areol ,atmemengs Jibero ,sabor, yroseimorg ile nsem 'sinemuood betchat sbrow edit atmemood betchaf

suct to receive and collect payment and proceeds thereunoer asset nous acrother or legit shoresto notembly without wenter or enforce and no whether due icour the Property, and other payments and benefits derived or to be derived from such leases of every kind consides, bonuses, accounts receivable, cash or security deposits, advance tentals, profits and proceeds cader any and all present and future leases, including without imitation, all rents, cevenue, income, resuces, Rents. The word "Rents" means all of Grantor's present and future rights, ritle and interest in to and

MOIL MOIL DOCUMENT IS EXECUTED ON OCTOBER 20, 2008. THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT.

ROTMARD

tnemeer the provisions of a Trust Agreement Phyllis J. Snyder Revocable Trust, dated October 28, 1998 Dated October 28, 1998, and O.L. Gil Snyder as Trustee to O.L. Gil Snyder, Trustee of O.L. Gil Snyder Revocable Trust.

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## **UNOFFICIAL COPY**

## ASSIGNMENT OF RENTS (Continued)

Page 9 Loan No: 112024867-1 TRUST ACKNOWLEDGMENT STATE OF ILLINGIA ) SS COUNTY OF \_\_\_\_\_\_ DURGE October DOD before me, the undersigned Notary day of On this Public, personally apr ea ed O.L. Gil Snyder, Co-Trustee of O.L. Gil Snyder Revocable Trust, Dated October 28, 1998, and O.L. Gil Sn, der as Trustee to Phyllis J. Snyder Revocable Trust, dated October 28, 1998, and known to me to be an authorized trustee or agent of the trust that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust. Residing at Notary Public in and for the State of Ill OFFICIAL SEAL My commission expires NICOLE ELWART

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### PARCEL 1:

THAT PART OF LOT 15 IN RICHARDSON INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 15; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 37.20 FEET ALONG THE SOUTH LINE OF SAID LOT 15; THENCE NORTH 00 DEGREES 05 MINUTES 35 SECONDS EAST 264.73 FEET; THENCE NORTH 89 DEGREES 37 MINUTES 23 SECONDS WEST 107.41 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 19 SECONDS WEST 5.83 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 59 SECONDS WEST 140.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 02 MINUTES 59 SECONDS WEST 21.43 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 01 SECONDS WEST 20.00 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 50 SECONDS EAST 438.36 FEET TO THE NORTH LINE OF LOT 15 IN RICHAROSON INDUSTRIAL PARK AFORESAID; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS EAST ALO NG THE LAST SAID LINE 169.91 FEET TO THE EAST LINE OF SAID LOT 15; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG LAST SAID LINE 460.48 FEET TO A POINT 405.00 FEET NOR H DF THE SOUTHEAST CORNER OF SAID LOT 15; THENCE NORTH 89 DEGREES 46 MINUTES 32 FECONDS WEST 150.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENT FOR THE PLNEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT MADE BY AND BETWEEN LASALLE NATIONAL TRUST, NA. AS SUCCESSOR TRUSTEE TO LASALLE NATION BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED February 1, 1976 ADN KNOWN AS TRUST NUMBER 49420 AND MELROSE PARK BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 13, 1990 AND KNOWN AS TRUST NUMBER 6250 DATED November 16, 1990 AND RECORDED April 29, 1991 AS DOCUMENT NUMBER 91197267 AND RE-RECORDED June 12, 1992 AS DOCUMENT NUMBER 92420044 FOR THE PARKING OF MOTOR VEHICLES OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF VACATED 27TH AVENUE IN EM :LIA WEIGLEB'S ADDITION TO MELROSE PARK, A SUBDIVISION OF THAT PART OF THE EAST HALF OF THE EAST HALF OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF LAKE STREET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 15 IN RICHARDSON INDUSTRIAL PARK, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4 AFORESAID: THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF LOT 15 N AFORESAID 601.0 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 30 SECONDS EAST PARALLEL WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 15 FOR A DISTANCE OF 20.0 FEET; THENCE NORTH 00 DEGREES 00

MINUTES 00 SECONDS EAST PARALLEL WITH THE EAST LINE OF LOT 15 AFORESAID 601.0 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT; THENCE SOUTH 39 DEGREES 57 MINUTES 30 SECONDS WEST ALONG SAID EXTENSION 20.0 FEET TO THE POINT OF ESGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.: 15-04-404-071