WHEREAS,	BANK OF EI	LK GROVE AS	3 TRUSTEE	UNDER	TRUST	AGREEMENT	DATED	OCTOBER	. 2, 1985 a	and KNOWN AS
in order	to secure	an indebt	edness of	TWC	HUNDE	ED THOUSA	ND AND	NO/100T	11S	
	(\$200,000.0)())D(DLLARS	execu	ted as	Trust Dec	ed and	Note of	even date	herein,
mortgagio	ng to	BANK OF E	LK GROVE		as	Trustee,	the fo	llowing	described	real
estate:										herein,

Lots 9 and 10 in Block 17 in Merrill's Home Addition to Palatine, in the East Half of Section 23, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

02-23-213-012-0000 MC

COOK COUNTY, ILLINOIS FILED FOR RECORD

15/95 OCT 18 AN II: 04

85242054

and;

 $r \sim 3$

WHEREAS, THE BANK OF ELK GROVE is c' a holder of said Note;

NOW, THEREFORE, in order to secure said indebtedness, and as part of the consideration of said transaction; the undersigned do neceby assign, transfer and set over unto the BANK OF ELK GROVE and its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use of occupancy of any part of the premises herein described, which may be made or agreed to by the Assignee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Assignee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint said Assignee in agent of the undersigned for the management of said property, and do hereby authorize the Assignee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming everything and anything that they may do.

It is understood and agreed that the said Assignee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Assignee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

Prepared by: D. HARDWICK Bank of Elk Grove 100 E. Higgins Rond Elk Grove Village, 11 60007

Perm. Tax No. 02-23-213-012-0000

Y Property Address: Northeast corner of Northwest Highway and Linden Street Palatine, Illinois

BOX 333 - TH

UNOFFICIAL COPY

Property of Coot County Clerk's Office

If is understood and agree that the Assisted via not exercise Ita rights under this Assignment until after default in any payment secures by the frust beed or after a breach of any of its covenants.

It is further understood and agreed that, in the event of the exercise of this Assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Assignee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. The Assignment and agency shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Assignee shall have been fully paid, at which time this assignment end power of attorney shall terminate.

The failure of the Assignee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Assignee of its right of exercise thereafter.

This assignment of rents is executed by BANK OF ELK GROVE not personally but as Trustee o(1) . It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said Trustee, nor as any admission that the said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This instrument is executed by BANK OF ELK GROVE soley in the exercise of the authority conferred upon it as said 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 understool and agreed that ____, individually or as Trustee, shall BANK OF ELK GROVE have no obligation to see to the performance or nonperformance 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.

IN TESTIMONY WHEREOF, the BANK OF ELK GROVE

has caused these presents to be signed by its Assistant Vice-President, and attested by

its Assistant Secretary, and has caused its corporate seal to be hereto attached as and

for the act and deed of said Bank, the day and any and date above written.

As Trustee aforesaid and not personally

By Vice-President

ATTEST: John Vice President

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UNOFFICIAL COPYS 4

COUNTY OF Cook)
I, Dolores Hardwick a Notary Public in and for said county in
the State aforesaid, DO HEREBY CERTIFY THAT Sophie S. Hausen Mestatenty
Vice President of Bank of Elk Grove and James A! Fagerson
President XASSANDENTEXXIECTEMENT of said Bank, personally known to me to be the same
person whose names are subscribed to the foregoing instrument as such Assistance Vice
President and Associated President 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 for the uses and purposes
therein set forth; and the said Assistant Secretary did also then and there acknowledge
that he, as custodian of the Corporate Seal of said Bank, did affix the said Corporate
Seal of said Bank to said instrument as his own free and voluntary act and as the free and
voluntary act of said Bank, for the uses and purposes therein set forth.
Given under my hand and notarial Seal this 15th day of October
No dous Hardwich
My commission expires March 28, 1987
4h.
My commission expires March 28, 1987
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STATE OF ILLINOIS