

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that

James H. Zioliński, married to Edith D. Zioliński, and James A. Snow,
married to Ursula A. Snow

executed a Trust Deed of even date herewith, mortgaging to DES PLAINES
NATIONAL BANK, the following described real estate:

LOT 2 IN FINEGAN'S SUBDIVISION UNIT 1, BEING A RESUBDIVISION OF LOT 15
(EXCEPT THE SOUTH 120 FEET THEREOF) ACCORDING TO THE PLAT THEREOF
RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS ON MAY 31, 1974 AS
DOCUMENT NUMBER 22734120 IN MAYFAIR INDUSTRIAL PARK UNIT 2, BEING A
SUBDIVISION IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 08-22-102-224

200 Martello Lane, Elk Grove Village, Illinois

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and, whereas the DES PLAINES NATIONAL BANK, a national banking association,
holder of said Trust Deed and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and
as a part of the consideration of said transaction, the undersigned hereby
assigns, transfers, and gets over unto said DES PLAINES NATIONAL BANK of
DES PLAINES, ILLINOIS, hereinafter referred to as the Bank, and / or its
successors and assigns, all of 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 or occupancy of any part of the
premises hereindescribed, which may have been heretofore or may be hereafter
made or agreed to, or which may be made or agreed to by the Bank 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 Bank and especially those certain leases and agreements
now existing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the said Bank the
agent of the undersigned for the management of said property, and does
heraby authorize the Bank 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 anything and
everything that the said Bank may do.

It is understood and agreed that the said Bank 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 Bank,
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.

THIS DOCUMENT PREPARED BY: CATHRYN M. BOYER, DES PLAINES NATIONAL BANK, 678 O'LEE,
DES PLAINES, ILLINOIS 60016

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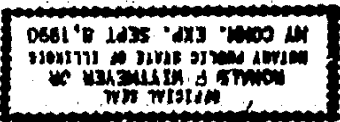
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COOK COUNTY, ILLINOIS
FILED FOR RECORD
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1986 OCT 21 AM 11:01

BOX 333-WJ Z



MAILING INSTRUCTIONS:
DES PLAINES NATIONAL BANK
678 LEE STREET
DES PLAINES, IL 60016

[Handwritten Signature]
Notary Public

GIVEN under my hand and Notary seal this 10th day of October, 1986

therein set forth, including the release and waiver of the right of homestead, instrument as their free and voluntary act, for the uses and purposes and acknowledged that they signed, sealed and delivered the said subscribed to the foregoing instrument, appeared before me this day in person who are personally known to me to be the same persons whose names Zielinski and James A. Snow, married to Ursula A. Snow DO HEREBY CERTIFY THAT James H. Zielinski, married to Edith D. a Notary Public in and for and residing in Cook County, in the State aforesaid,

I, Ronald F. Wittmeyer,

STATE OF ILLINOIS)
) ss.
County of Cook)

[Handwritten Signature]
James H. Zielinski
[Handwritten Signature]
James A. Snow

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 10th day of October, A.D., 1986.

It is understood and agreed that the Bank will not exercise its rights under this assignment until after default in any payment secured by the Trust-Deed or after a breach of any of its covenants.
It is further understood and agreed, that in the event of the exercise by this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, 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 Bank 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. This assignment and power of attorney 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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.
The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Bank of its right of exercise therefor.
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 10th day of October, A.D., 1986.

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COOK COUNTY