86000980

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1985 AND KNOWN AS TRUST NUMBER 110617

of the CITY of CHICAGO, County of COOK, and State of ILLINOIS, in order to secure an indebtedness of FIVE HUNDRED TWENTY FIVE THOUSAND DOLLLARS AND NO CENTS---------- Dollars ($ 525,000.00)

executed a mortgage of even date herewith, mortgaging to EQUITABLE FEDERAL SAVINGS AND LOAN ASSOCIATION OF FREMONT

the following described real estate: LOTS 2, 3, 4, 5 AND 6 IN BLOCK 3 IN SKEKLETON BROS. 25TH AVENUE AND HARRISON STREET ADDITION TO BROADVIEW, BEING A SUBDIVISION OF THAT PART OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF 166 FOOT RIGHT OF WAY OF CHICAGO, HAMMOND AND WESTERN RAILROAD COMPANY AND THAT PART OF SAID NORTH EAST 1/4 LYING WEST OF SAID 166 FOOT RIGHT OF WAY AND NORTH OF SOUTH 1000 FEET OF NORTH EAST 1/4 DISTANCE BEING MEASURED ALONG EAST AND WEST LINES OF SAID 1000 FEET, IN COOK COUNTY, ILLINOIS. **

and, whereas, EQUITABLE FEDERAL SAVINGS AND LOAN ASSOCIATION OF FREMONT is the holder of said mortgage 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 LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1985 AND KNOWN AS TRUST NUMBER 110617

hereby assign, transfer and set over unto EQUITABLE FEDERAL SAVINGS AND LOAN ASSOCIATION OF FREMONT

hereinafter referred to as the Mortgagee, and/or 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 or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee 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 Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee 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 Mortgagee may do.

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

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage 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 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 Mortgagee 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 Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this THIRTIETH (30TH) day of DECEMBER A. D., 19 85

LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 5, 1985 AND KNOWN AS TRUST NUMBER 110617 and not personally (SEAL)

By (SEAL)
ASST VICE PRESIDENT

ATTEST (SEAL)
Assistant Secretary

(SEAL)

** Tax ID #15-16-406-028 — 2
15-16-406-029 — 3
15-16-406-030 — 4
15-16-406-031 — 5
15-16-406-032 — 6.

K

STATE OF ILLINOIS
COUNTY OF Cook } SS.

I, Rosemary Collins, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James A. Clark ASST VICE PRESIDENT
William H. Dillon Assistant Secretary
personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30th day of December A. D., 19 85

Rosemary Collins
Notary Public.

Jan 2, 1989

MAIL TO: EQUITABLE FEDERAL SAVINGS & LOAN ASSOC.
4608 W. 103rd St.
OAK LAWN, IL. 60453

(TESMOND) L-42778-C5 LAND TITLE COMPANY OF AMERICA, INC.

THE RIDER ATTACHED HEREIN

86000980

IN TESTIMONY WHEREOF, the undersigned .....

hath caused these presents to be signed by its.....President and its corporate seal to be hereunto affixed and attested by its.....Secretary this.....day of....., A. D., 19.....

ATTEST

.....
Secretary

By .....
President

STATE OF ILLINOIS
COUNTY OF .....} SS.

I, ..., a Notary Public in and for said County, in the State aforesaid DO HEREBY CERTIFY THAT.....

.....President of .....

and .....Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such.....President, and.....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 act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;

and the said....., Secretary then and there acknowledged that....., as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as.....own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this.....day of....., A. D., 19.....

.....
Notary Public.

86000980

DEPT-01 RECORDING $12.25
T#1111 TRAN 0148 01/02/86 11:55:00
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12 MAIL

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Box

Assignment of Rents

Loan No.

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