

ASSIGNMENT OF RENTS

Chicago, Illinois July 3,

12 00

Know all Men by these Presents, THAT AETNA BANK, a corporation of Illinois, 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 July 2, 1986 and known as trust number 10-4028 hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

NATIONAL SECURITY BANK OF CHICAGO

its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises situated in the County of Cook, and described as follows, to wit:

SEE ATTACHED LEGAL DESCRIPTION

PARCEL 1
That part of Block 19 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian lying Northwesterly of a line drawn at North 73 degrees 57 minutes 40 seconds East from a point on the Easterly line of North Elston Avenue, said point being 35.02 feet, South 25 degrees 59 minutes 20 seconds East, (as measured along said Easterly line) from the point of intersection of said Easterly line of North Elston Avenue with the Easterly Extension of the South line of West Division Street, all in Cook County, Illinois

ALSO

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PARCEL 2:
That part of Block 19 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian lying Southeasterly of a line drawn at North 73 degrees 57 minutes 40 seconds East from a point on the Easterly line of North Elston Avenue said point being 100.02 feet South 25 degrees 59 minutes 20 seconds East (as measured along said Easterly line) from the point of intersection of said Easterly line of North Elston Avenue with the Easterly extension of the South line of West Division Street, all in Cook County, Illinois.

and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said trust deed, have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby agrees that in the event of any default by the First Party under the said trust deed above described, the First Party will, whether before or after the note or notes secured by said trust deed is or are declared to be immediately due in accordance with the terms of said trust deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, at its option, broken, and, in its discretion, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said trust deed, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said trust deed, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid.

(1) To the payment of interest on the principal and overdue interest on the note or notes secured by said trust deed, at the rate therein provided; (2) To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said trust deed above referred to; and (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party, for and on behalf of the beneficiary or beneficiaries under the said trust agreement.

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Assignment of Rents

AETNA BANK

AS TRUSTEE

TO

AETNA BANK
Lincoln, Fullerton & Halsted
Chicago, Illinois 60614

BOX 359

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1. The National Security Bank of Chicago periodically announces a per annum above the Prime Rate, and interest shall be calculated on the basis of Prime Rate. Said interest shall change from time to time automatically and without notice with each announced change in the Prime Rate, and interest shall be calculated on the basis of actual days elapsed over a 360-day year.

Three under my hand and notarial seal, this
day of July 1984
Henry P. Cook
Notary Public

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, Trust Officer, and Assistant Vice-President, Cashier, and Assistant Vice-President-Cashier, and as the free and voluntary act and deed of said Bank, and they 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 use and purposes therein set forth, and they acknowledged that after the corporate seal of said Bank on said instrument as aforesaid, in the presence of the corporate seal of said Bank, did act of said Bank as Trustee as aforesaid, for the use and purposes therein set forth.

STATE OF ILLINOIS
COUNTY OF COOK
NADIA A. GOTANCO
Notary Public in and for said County, in the State aforesaid, Do Henry P. Cook, Notary Public

AETNA BANK
As Trustee not personally
By STEVEN H. MARGATTE Trust Officer
Assistant Vice-President-Cashier

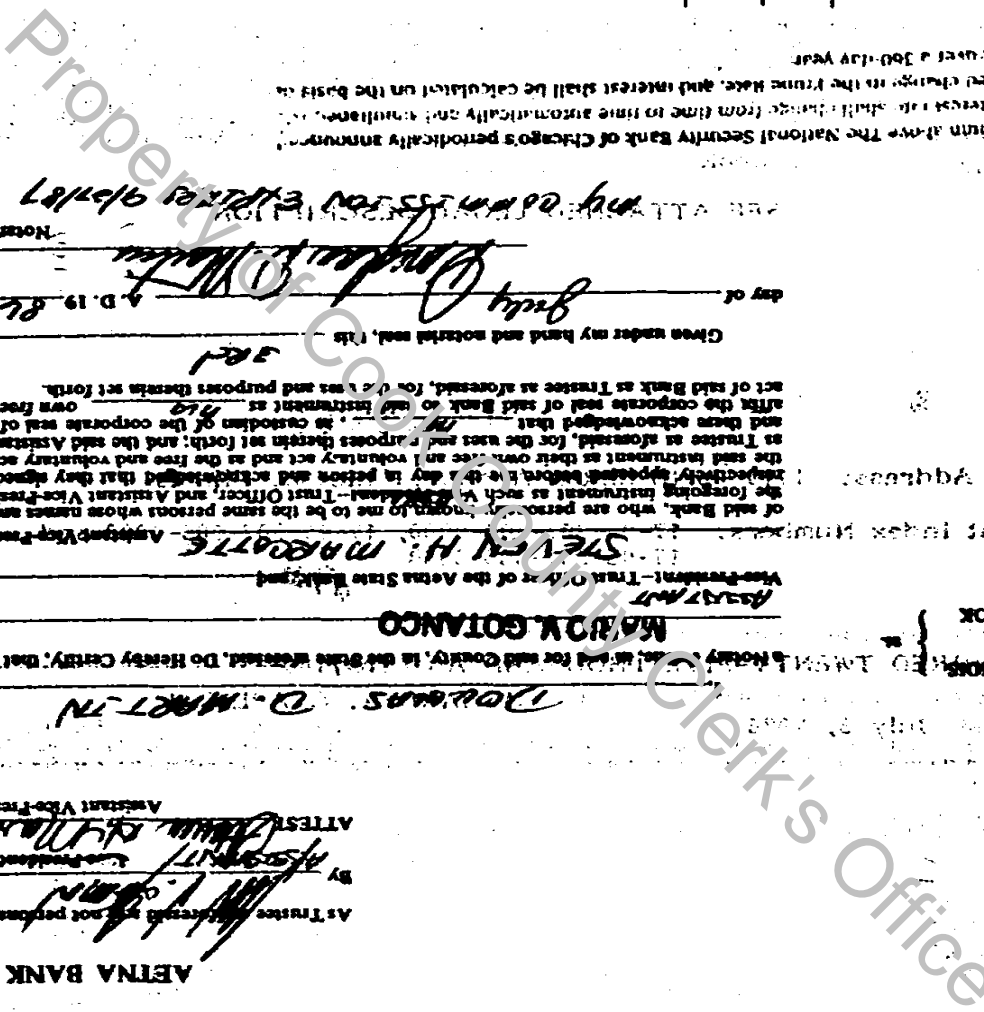
This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and have to the benefit of the respective executor, administrator, legal representative, successor and assigns of each of the parties hereto. The failure of Second Party, or any of its agents or attorneys, successors or assigns, to seal, lend or otherwise of any of the terms, provisions, and conditions of the agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the note and release of the Trust Deed securing said note shall hereafter operate as a release of this instrument. This Assignment of Rents is executed by AETNA BANK, not personally, but as Trustee as aforesaid. It is expressly understood and agreed that nothing herein or in said Trust Deed, principal or interest notes contained, shall be construed as creating any liability on the part of AETNA BANK, or on said AETNA BANK personally to pay the said principal notes or any interest thereon, or any indebtedness accruing thereunder, or to perform any covenant or undertaking either express or implied therein, all such liability and responsibility, if any, that so far as the party and its successor and said AETNA BANK personally are concerned, the legal holder or holder of said principal and interest notes and the owner or owners of any indebtedness accruing thereunder shall look solely to the parties therein conveyed and the parties thereto, by the enforcement of the Trust Deed, in the manner therein provided. It is not intended by the execution of the within instrument that the character of the Trust be in any manner changed, altered or amended, either directly or by implication or by inference; it being expressly understood and agreed by anyone having occasion to deal by, with or under this instrument, that the beneficiary or beneficiaries under the aforesaid Trust Agreement, are entitled to the earnings, income and profits of the Trust premises, and in executing this instrument the Trustee acts with respect thereto for and in behalf of the said beneficiary or beneficiaries and not in any manner for or in its own behalf.

IN WITNESS WHEREOF, AETNA BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President-Trust Officer, and attested by its Assistant Vice-President-Cashier, the day and year first above written.

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UNOFFICIAL COPY

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and issue to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by AETNA BANK, not personally, but as Trustee as aforesaid. It is expressly understood and agreed that nothing herein or in said Trust Deed, principal or interest notes contained, shall be construed as creating any liability on the said first party or on said AETNA BANK personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant or undertaking either express or implied therein, all such liability and responsibility, if any, being expressly waived by the party of the second part or by any person now or hereafter claiming any right or any security thereunder and that so far as the party of the first part and its successor and said AETNA BANK personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing thereunder shall look solely to the premises therein conveyed for the payment thereof, by the enforcement of the lien thereby created in the manner therein provided. It is not intended by the execution of the within instrument that the character of the trust be in any manner changed, altered or amended, either directly or by implication or by inference; it being expressly understood and agreed by anyone having occasion to deal with, with or under this instrument, that the beneficiary or beneficiaries under the aforesaid Trust Agreement, are entitled to the earnings, income and avails of the trust premises, and in executing this instrument the Trustee acts with respect thereto for and at the direction and in behalf of the said beneficiary or beneficiaries and not in any manner for or in its own behalf.

IN WITNESS WHEREOF, AETNA BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its **ASST.** Vice-President-Trust Officer, and its corporate seal to be hereto affixed and attested by its Assistant Vice-President-Cashier, the day and year first above written.

AETNA BANK

As Trustee *(Signature)* not personally.

By *(Signature)* Vice-President-Trust Officer

ATTES: *(Signature)* Assistant Vice-President-Cashier

Property of C...

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STATE OF ILLINOIS }
COUNTY OF COOK }
I, DOUGLAS D. MARTIN
Notary Public, for said County, in the State aforesaid, Do Hereby Certify, that
MARCO GOTANCO

ASSISTANT
Vice-President-Trust Officer of the Aetna State Bank, and

STEVEN H. MARCOTTE Assistant Vice-President-Cashier

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-Trust Officer, and Assistant Vice-President-Cashier, respectively appeared before me this 10th day of July 1986 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 Assistant Cashier then and there acknowledged that he as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own 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 10th day of July 1986

Douglas D. Martin Notary Public.

my commission expires 9/1/87

... per annum above The National Security Bank of Chicago's periodically announced Prime Rate. Said interest rate shall change from time to time automatically and simultaneously with each announced change in the Prime Rate, and interest shall be calculated on the basis of actual days elapsed over a 360-day year.

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| Assignment of Rents | AETNA BANK | | TO | AETNA BANK Lincoln, Fullerton & Flalated Chicago, Illinois 60614 |
| | AS TRUSTEE | | | |

BOX 359