

ASSIGNMENT OF RENTS
UNOFFICIAL COPY

Chicago, Illinois September 1, 1987

87492529

Know all Men by these Presents, that **RIVERDALE BANK** not personally
but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded or registered and delivered to said Company in pursuance of a
Trust Agreement dated May 21, 1987 and known as its Trust Number 281

(hereafter called Assignor) in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable
considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

National Bank of Greece, S.A., Chicago Branch (hereinafter called the Assignee).

all the rents, earnings, income, issues and profits, if any, 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 oral, 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
Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under
the powers heretofore granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the
following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof
to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues,
income and profits thereunder unto the Assignee herein, all relating to the real estate and premises situated in the County of
Cook and State of Illinois, and described as follows, to wit:

LOTS 1, 2, 3, 4, 5, 6, and 7 inclusive in Block 3 in Shepard's Michigan Avenue
Number 3 being a Subdivision of the West 1/2 of the South East 1/4 of Section 2, Township
36 North, Range 14, East of the Third Principal Meridian (except that part of said Lots
1 to 7 both inclusive condemned for Calumet Parkway in 44-C10906 in the Circuit Court
of Cook County, Illinois) All east of the Third Principal Meridian, in Cook County,
Illinois

Tax I.D. #29-02-402-036-0000 Common Address: 1309 East 142nd Street
Dolton, IL 60419

6-5265-28-

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This instrument is given to secure payment of the principal sum of ONE HUNDRED THOUSAND AND 00/100
(\$100,000.00) T00003 TRAN 7750 09/08/87 14:41:00
43562 + C # - 87 492529
COOK COUNTY RECORDER

certain loan secured by Mortgage or Trust Deed to Chicago Title and Trust Company of Chicago

as Trustee or Mortgagee dated September 1, 1987
and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real
estate and premises heretofore described. This instrument shall remain in full force and effect until said loan and the interest thereon, and
all other costs and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage 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 or Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and
premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or
Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are declared to be due in
accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the
lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real
estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as his condition brot on, and 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 or Mortgage, 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 relating thereto, and may exclude the Assignor, its beneficiaries
or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove
described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all
necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and
premises as 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 may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust
Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries
to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry
on the business thereof as the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and
income of the property and any part thereof. After deducting the expense 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 Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by
Assignee 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 Assignee 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 Assignee hereunder, the Assignee shall apply any and all moneys arising as
aforesaid to the payment of the following items in such order as said Assignee deems fit:

- (1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided.
- (2) Interest accrued and unpaid on the said note or notes;
- (3) The principal of said note or notes from time to time remaining outstanding and unpaid;
- (4) Any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and
- (5) The balance, if any, to the Assignor.

MAILED 17 00

RECORDED

UNOFFICIAL COPY

Assignment of Rents

CHICAGO TITLE AND TRUST COMPANY

CHICAGO TITLE AND TRUST COMPANY
111 West Washington Street
Chicago, Illinois 60602

Box No. _____

as Trustee
TO

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R
E
V
I
L
E
D

RECORDS OFFICE BOX NUMBER

OR

CITY Chicago, IL 60601

STREET 168 North Michigan

NAME NATIONAL BANK OF GREECE, S.A.

OFFICIAL SEAL
BETTY LAMBERT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/13/98

Notarial Seal

Given under my hand and Notarial Seal

Date 9/1/87

Notary Public

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE
1309 E. 142nd St.
Dolton, IL 60419

THIS INSTRUMENT WAS RECORDED BY:

STATE OF ILLINOIS, COUNTY OF COOK

SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Assistant Secretary

Assistant Vice President

As Trustee as aforesaid, and not personally

THIS ASSIGNMENT OF RENTS, is executed by Riverdale Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Riverdale Bank personally to pay the said Note or Notes or any interest thereon, or any indebtedness accruing thereunder or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone how or hereafter claiming any right or security hereunder. So far as Riverdale Bank personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, said Riverdale Bank and has caused its name to be signed to these presents by its Assistant Vice President and attested by its Assistant Secretary the day and date first above written.

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

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce 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 rights under the terms hereof but said Assignee or the agents, attorneys, successors or assigns of the Assignee 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 release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

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