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After Recording Mail to:)

Loan Department)
Harris Bank/)
Glencoe-Northbrook, N.A.)
333 Park Avenue)
Glencoe, Illinois 60022)

87506291

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Property Summary:)

County and State:)

Cook, Illinois)

THIS DOCUMENT PREPARED BY

Denise K. Wahlund

Legal Description of)
Property: See Exhibit A)

Harris Bank/Glencoe-Northbrook, N.A.

333 Park Avenue

Glencoe, Illinois 60022

Street Address:)

(312) 835-5400

2755 West Lake Street)

Melrose Park, IL 60160)

PIN:)

15-04-404-020
024
022
023

15-04-404-032

ASSIGNMENT OF RENTS/LEASES

Glencoe, Illinois
August 16, 1987

Melrose Park Bank & Trust,

formerly, Know all Men by these Presents that the Melrose Park National Bank, as Trustee, U/T/A dated 12/18/75 a/k/a Trust No. 1801 (hereafter called "Assignor") in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Harris Bank/Glencoe-Northbrook, N.A., a National Banking Association, whose address is 333 Park Avenue, Glencoe, Illinois 60022 (hereinafter called the "Assignee"), the following: all Leases now or hereafter existing on the premises hereinafter described, all Licenses now or hereafter existing on the premises hereinafter described, 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 hereinafter

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Box 145

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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 described as set forth in Exhibit A attached hereto and incorporated by reference herein.

This instrument is given to secure payment of the principal sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) Dollars, and interest upon a certain loan secured by a Trust Deed or Mortgage to Harris Bank/Glencoe-Northbrook, N.A. dated August 16, 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 described in Exhibit A as aforesaid. 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 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 Leases, Licenses, 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 for condition broken, 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, bonds, 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

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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.

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 executors, 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.


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


THIS ASSIGNMENT OF RENTS/LEASES, is executed by the undersigned, 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 said Trustee personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, begin expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as said Trustee, 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 crated, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, the undersigned, as Trustee as aforesaid, and not personally, has caused its corporate seal to be hereto affixed, 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 year first above written.

MELROSE PARK BANK AND TRUST, FORMERLY
Melrose Park National Bank, as Trustee,
U/T/A dated 12/18/75 a/k/a Trust #1801
as Trustee aforesaid, and not personally

By: 
Assistant Vice President

CORPORATE
SEAL

Attest: 
Assistant Secretary

Executed and delivered by MELROSE PARK BANK AND TRUST, not in its individual capacity, but solely in the capacity herein described for the purpose of binding the herein described property, and subject to the express condition, anything hereto to the contrary notwithstanding, that no personal liability or responsibility is assumed by the MELROSE PARK BANK AND TRUST, by virtue hereof, all such personal liability, if any being expressly waived and released by all other parties hereto, and those claiming by, through or under them.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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 Trustee, Grantor, personally known to me to be the same persons

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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 have 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.

Given under my hand and Notary Seal this 20th. day
of August, 19 87.

NOTARY SEAL

Benjamin Gordon

NOTARY PUBLIC

My commission expires 4/29/90

Property of Cook County Clerk's Office

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EXHIBIT A

Common Street Address: 2755 West Lake Street
Melrose Park, IL 60160

Permanent Index No. (s): 15-04-404-020-4
15-04-404-021-5
15-04-404-022-6
15-04-404-023-7
15-04-404-032-16

Legal Description:

HBO

Lots 4, 5, 6, 7^{**} and 16 in the Richardson Industrial Park, being a Subdivision in the South East $\frac{1}{4}$ of Section 4, Township 39 North, Range 12 East of the Third Principal Meridian, South of the Indian Boundary Line according to the Plat thereof recorded November 30, 1965 in Book 700 of Plats, Page 26 as Document No. 19669606, in Cook County, Illinois.

* OF SUBDIVISION

** (EXCEPT THAT PART OF THE NORTH 16 FEET LYING EAST OF THE WEST 12 FEET OF SAID LOT 7)

DEPT-01
140003 TRAN 8383 09/16/87 10:20:00 \$16.00
45535 & C *-87-506291
COOK COUNTY RECORDER

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