## ASSIGNMENT OF LEASES AND RENTS

4)

る ら り

r F 1300

For the purpose of further securing the note onted october 21, 20% ander by
Lasalle National Bank as Trustee Under Trust Agreement Dated Sentember 1, 1987 Trust #112606
payable to Westbank/Naperville and not individually
in the principal amount of Three Hundred Twenty Five Thousand and No/100-
(\$ 325,000.00 ) secured by a Mortgage
Note, wherehy Lasalle National Bank as Trustee Under Trust Agreement dated September 1.
Note, wherehy Lasalle National Bank as Trustee Under Trust Agreement dated September 1.
1987 as Trust Number 112600md and Individual Proveyed to the Westbank /Naperville
Solvenia the contract of the c
corporation, the real estate described in Exhibit A hereto as well as
securing the performance of Borrower's covenants under a Security Agreement
and Guaranty of even date with the Note, and in the consideration of the
making by Westbank/Naperville
(hereinafter called the "Bank"), of the loan evidenced by said Note, the
undersigned does bereby assign, transfer and set over unto the Bank all the
right, title and interest of the undersigned in, to and under all leases of
any and every kind. whether written or verbal, now or hereafter existing
with respect to said real estate or any part thereof, together with all
rents accrued and to accrue and all other rents at any time arising out of
said real estate; hereby resurving to the undersigned the privilege of
collecting said rents as they become due for so long as there shall be no
default under said Note or said Mortgage or this Assignment. This
Assignment shall remain in full corce and effect until all indebtedness
secured by said Mortgage has been poid in full.

The undersigned does further hereby covenant and agree with the Bank that until said indebtedness has been paid in full the undersigned, upon the Bank's request, will furnish it true copies of all leases and will make, sign and deliver to the Bank such other aid additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any time arising out of said real estate.

Until the Bank shall notify the lessee or lessees under any lease or lesses of said real estate that there has been a default under said Note or said Nortgage or lessees shall be entitled to pay such rents as they become due to the undersigned.

Property of Country Clerk's Office

COOK COUNTY, ILLINOIS FILED FOR RECORD

1987 OCT 26 PM 2: 55

lessor or lessors of the lessee or lessees in xyldilessegor collection of such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said. Assignment of Leases and Rents

If the Bank shall negotiate or transfer said Note, it may assign all its rights, title and interest hereunder to the holder or transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

If this instrument is signed by more than one person, all signers shall be jointly and severally liable becounder and the terms "the undersigned" shall be taken to refer to each and all of the signers. Dated this 21st day of 000000, 1980, 1980.

THIS ASSIGNMENT OF PRITS is executed by LA SALLE MATIONAL BARE, not personally but as Trustee only. It is empressly understood and agreed by the parties hereto, earthing contained therein to the contrary notwithstanding, that each and all of the promises, covenants, "dertakings and agreements herein made are not intended as personal promises, elverages, undertakings and agreements of the said Trustee. nor as any admission that has said Trustee is entitled to any of the feets, issues, or profits under the said :rust, it being understood by all parties hereto that the Trustee at no tire is entitled to receive any of the rents, issues or profits of or from said trust property. This instrument is executed by LA SALLE MATICIAL SAME, as Truster, joyely in the exercise of the authority conferred upon it as said Trustee, and the personal liability or responsibility. shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or a schount of any promises, sovements undertakings or agreements herein or in sale Boto contained, either expressed or implied, all such liability, if any, being a writely maived and released by the mortgages or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE MATICAL BANK, individually or as Trustee, shall have no obligation to see to the performers or not performance of any of the covenants or provises berein contained, and shall not be liable for any action or non-action taken in violation of pay of the covenante herein contained.

ASSISTANT SECRETARY

LA SALLE NATIONAL BANK, Tr/U/Tr

Rumber 12-606 6 Rot Personally

ASSISTANT SECRETARY

ASSISTANT VICE PRESIDENT

STATE OF ILLIHOUS ) SE

ļ

I. EVELTH P. HOORE a Slotary Public in end for said County in the state aforesaid, DO ERREST CERTIFY TRAT CORINNE BEX Assistant Vice President of LA SALLE RATIONAL BARK, and RITA-SLIPM WHITTP Assistant Secretary of said Bank personally known to us to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before us this day in person and seimowledged that they signed and delivered said instrument as their own free and voluntary set, and as the free and voluntary set of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then end there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to eaid instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

A.D. 19 87.

A.D. 19 87.

My Counteries Espires: 8/9/89

EXHIBIT A

ATTACHED TO AND MADE A PART OF A Assignment of Leases & Rents BY AND BETWEEN

Lasalle National Bank as Trustee under Trust Agreement dated September 1, 1987 known as Turst Number 112606

AND

WESTBANK/NAPERVILLE

LEGAL DESCRIPTION OF PROPERTY:

That part of the West half of the South Half of the South Half of the North East quarter and that part of the West half of the North Half of the North Half of the North Half of the Southeast quarter taken as a Tract (except the West 710 feet and except the East 201.0 feet of the West 911.0 feet of the South 900 feet and except the South 481 feet) all in Section 15, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 03-15-200-006 volume 2')2

West Elmhurst read & Death of Drake Terrace

Proposed by & Actum To:

Schillerstrom & Cresto Ltd 568 S. Weshington at Noperville, A 60540

BOX 333-CC