#### This Instrument was prepared by This Instrument was prepared by CENTRAL MORTGAGE PROCESSIVAL FFC ALCO

FOR THE EVERGREEN BANKS OAK LAWN NATIONAL BANK

9400 SOUTH CICERO AVENUE

AVENUE 9400 S. CICER PAKELAWN, II NOIS 60453

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OAK LAWN, ILLINOIS 60453 PHONE: (312) 636-2112

> 731 302 31 A I Oak Lawn, Illinois OCTOBER 23 , 1987

ASSIGNMENT OF RENTS HERITAGE FIRST NATIONAL BANK OF LOCKPORT AS TRUSTEE U/T/A DTD. 9/16/87 A/K/A: TR#72-20260:

BY THESE PRESENTS, that Party"), in consideration of One and 00/100 Dollar (\$1.00), to it in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged and confessed, does hereby assign, transfer and set over unto. O A K LAWN NATIONAL BANK, its successors and assigns, thereinatter called the "Second Party"), all the rents, earnings, income, issues, and prolits 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; or any ligeeintent for the use or occupancy of, any partiol the real estate and premises hereinafter described, which said First Party may have heretofore made on agreed to or may hereafter make on agree to, or which may be made or agreed to it by the Second Party under the power herein granted; it being the intention hereof to make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all COOK and described as follows, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO and election and the device con-AND MADE A PART HEREOF AS EXHIBIT "A"

hereby releasing and waiving all eights, if any, of First Party under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This instrument is giver to provide payment of the principal sum and the interest of or upon a certain loan for ONE HUNDRED TWENTY THOUSAND AND 00/100-----120,000.00 \_) secured by Nortgage to OAK LAWN NATIONAL BANK, as Mortgagee, dated 19 and filed for record in the Office of the Ricorder of Deeds of \_\_\_ COOK County, Illinois, conveying the real estate Bid premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other gosts and charges which may have accrued or clay hereafter accrue under said Mortgage, have been fully paid.

This assignment shall not become operator, until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Mortgage herein referred trian. (in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute as:

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 roly, First Party hereby covenants and agrees that in the event of any default by the First Barty under the said Mortgage above described, the Firs San, will, whether before or after the Note or Notes secured by said Mortgage is or are declared to be immediately due in accordance with the terris of raid Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage, or before or after any sale discrete, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the stid reginstate and premises hereinabove described, or of any part thereof, personally dr by its agents or attorneys, as for condition broken, and, in its disc etion, 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 societed by said 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 of First Party relating thereto, and may exclude the First Party, its agents, or servants, vivo'ry therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereil above described, and conduct the business thereof, wither personalty 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 mortige jed 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 innebtedness secured by said Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to cancil 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 buriness thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and increase of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, increments, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and price or proper charges on the said rect estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Se and 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 sifficient 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 "gn's and powers of Second Party hereunder, the Second Party may apply any and all monies arising as aloresaid:

- (1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by sair No.: tgage, at the rate therein provided
  - (2) To the payment of the interest accrued and unpaid on the said Note or Notes;
  - To the payment of the principal of the said Note or Notes from time to time remaining outstanding and unpaid;
  - To the payment of any and all other charges secured by or created under the said Mortgage above referred to; and
- 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

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding uper and inure 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 a 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 walver 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 mint, 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 111.	ger ş
The payment of the Note and release of the	he Mortgage securing said Note shall ipso facto operate as a release of this inshipment.
STATE OF ILLINOIS	he Mortgage securing said Note shall ipso facto operate as a release of this implement. HERITAGE FIRST NATIONAL BANK OF LOCKPORT AS
SS.	TRUSTEE 07T/A DTD. 9/10/87 A/K/A TR#72-20260
COUNTY OF COOK )	BY: / / Jan / ourge

	ATTEST:	na V.W	roblinsk
See attached notary		71-	
The foregoing instrument was acknowledged before me, a Notary Pul	blic, thisday of		, 19
		$\nu$	

My Commission Expires:	Notary Public
	MOTSLA LOOM

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OAK LAWN, ILL<del>HAS</del> PHONE (312) 036 2112

STATE OF ILLINOIS 200

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THIS RIDER ATTACHED TO ASSIGNMENT OF RENTS DATED HERITAGE FIRST NATIONAL BANK OF LOCKPORT AS TRUSTEE U/T/A

OCTOBER 23, 1987

DTD. 09/16/87 A/K/A TRUST #72-20260.

TO:

OAK LAWN NATIONAL BANK

EXHIBIT "A"

LOT 1 AND THE SOUTH 1/2 OF LOT 2 IN BOGAN MANOR, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

B 7.0. PTI# 19-34-206-143-0000 all

8045 S. PULASKI, CHICAGO, IL 60652 PROPERTY ADDRESS:

-87-597118

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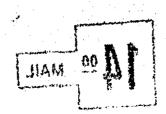
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This instrument is signed, sealed and delivered by HERITAGE FIRST NATIONAL BANK OF LOCKPORT, solely in its capacity as Trustee under 72-20260 created by that certain Trust Agreeits Trust No. September 16, 1987 , and known as said Trust No. ment dated . Any and all duties, obligations and lia-72-202<del>60</del> bilities of the Trustee hereunder are to be performed by said HERITAGL FIRST NATIONAL BANK OF LOCKPORT, only as such Trustee. Any claims, demands and liabilities which may at any time be asserted against the Trustee hereunder shall be paid, collected or satisfied against only the property or assets in the possession of said HERITAGE FIRST NATIONAL BANK OF LOCKPORT, as Trustee aforesaid, and the said HERITAGE FIRST WATIONAL BANK OF LOCKPORT, does not undertake nor shall it have any personal or individual liability or obligation of any nature whatsoever by virtue of the execution and delivery hereof.

HERITAGE FIRST NATIONAL BANK OF LOCKPORT as Trustee under the provisions of a Trust Agreement dated and known as Trust No. 72-20260

Bv ·

Trust Officer

Attest:

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County Clert's Office

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# UNOFFICIAL COPY 5 9 7 1 1 8

STATE OF HAINOIS, ME COUNTY OF WILL

	the indersigned
	A NOTARY PUBLIC in and for said County, in the state aforesaid, IXI HEREBY
	CERTIFY, thatD_ Jean Powell
	Trust Officer of the HERITAGE FIRST NATIONAL BANK OF LOCKPORT,
	and Donna J. Wroblewski.
	Assistant WKKHAKKAKK Of said Bank, personally known to me to be the same
	persons whose names are subscribed to the foregoing instrument as such Trust
6	Officer and Assistant Experimental respectively, appeared before me this day in
90	person and acknowledged that they signed and delivered the said instrument as
0)	their own free and voluntary act, and as the free and voluntary act of said Bank,
	for the uses and purposes therein set forth; and the said Assistant vocasboxabox
	did also then and there acknowledge that she as custodian of the
	corporate seal of said Bank, did affix the said corporate seal of said Bank to said
	instrument a her own free and voluntary act, and as the free and
	voluntary act of sai Bank, for the uses and purposes therein set forth.
	GIVEN under my nan't and Notarial Seal this 36 to day of
	Uctober 1987.
	Com W. Kours
	Notary Public
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