THIS INSTRUMENT WAS PREPARED BY L. PAULSEN 200 W. Madison St., Chicago, Illinois 60606.

ASSIGNMENT OF RENTS

87611980

Chicago, Illinois November 5, 1987

Know all Men by these Presents, THAT HARRIS TRUST AND SAVINGS BANK, a corporation of Illinois, not personally but as a 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 January 31, 1987 and known as trust number 39251, hereinafter called First Party, 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

CFC CAPITAL CORPORATION

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 leases, 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, issues, 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:

Legally described in the rider attached hereto and made a part hereof.

DEPT-01 RECORDING $13.25
T#1111 TRAN 5501 11/13/87 10:43:00
#2811 # A *-87-611980
COOK COUNTY RECORDER

87611980

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 Trust Deed to R. M. Seibor, of Northbrook, Illinois

as Trustee dated _____, 1987 and recorded in the recorder's Office of above-named County, conveying the real estate and premises hereinabove described, and 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, 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 covenants and 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, as for condition 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.

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This instrument shall be assignable by Second Party, 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 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 the Harris Trust and Savings 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 (and said Harris Trust and Savings Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said first party or on said Harris Trust and Savings Bank personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises therein conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

IN WITNESS WHEREOF, HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

HARRIS TRUST AND SAVINGS BANK
As Trustee as aforesaid and not personally

By ..... Vice-President

ATTEST ..... Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Patricia R. Vanderlinden, a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that O. WILLIAM BERG Vice-President of the HARRIS TRUST AND SAVINGS BANK, and KENNETH E. PIEKUT Assistant Secretary 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, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary 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 and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Patricia R. Vanderlinden
Notary Public, State of Illinois
My Commission Expires 8/11/90

Given under my hand and notarial seal, this 5th day of November A. D. 1987.

Patricia R. Vanderlinden
Notary Public.

Box No. .....

Assignment of Rents

HARRIS TRUST AND SAVINGS BANK
as Trustee
to
R. M. Scibor, of
Northbrook, IL
as Trustee

Mail to:
CFC CAPITAL CORPORATION
200 W. Madison St., Suite 2210
Chicago, Illinois 60606

HARRIS Trust and Savings BANK
111 WEST MONROE STREET
CHICAGO ILLINOIS, 60690

X-7876 (N-11/83)

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87611980

Located in the County of Cook, State of Illinois and described as follows:
SUB-LOT 3 OF LOT "L" IN THE COLONNADES UNIT NO. 2, BEING IRVIN A BLIETZ RESUBDIVISION IN THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENT ESTABLISHED IN THE DECLARATION OF EASEMENTS AND COVENANTS RECORDED JUNE 20, 1968 AS DOCUMENT 20,527,138 AS AMENDED BY DECLARATION OF COLONNADES UNIT NO. 2 RECORDED NOVEMBER 6, 1968 AS DOCUMENT 20,667,744 MADE BY MC DANIEL CORPORATION, AND AS CREATED BY THE DEED FROM MC DANIEL CORPORATION TO LEWIS G. ZAGEL AND SARA D. ZAGEL, HIS WIFE DATED OCTOBER 28, 1968 AND RECORDED JUNE 5, 1969 AS DOCUMENT 20,862,373;

FOR THE BENEFIT OF PARCEL 1 AFORESAID, FOR INGRESS AND EGRESS OVER AND ACROSS;

(A) THE NORTH 10 FEET OF SUBLOTS 1, 2, 4, 5, 6, OF BLOCK "L" OF THE RESUBDIVISION AFORESAID, BEING IRVIN A. BLIETZ RESUBDIVISION IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 42 NORTHY, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 04-11-206-070 VOLUME: 132

AJO M

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