June 15

EXONERATION CLAUDE IS ATTACHEL TERETO AND MADE A PART HEREOF.

Matteson, Illinois

87431999

Know all Men by these Presents,

THAT THE First National Bank of Chicago

an Illinois Banking Corporation, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly recorded and July 2, 1973 delivered to said Bank in pursuance of a Trast Agreement dated

and known as trust

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

MATTESON-RICHTON BANK

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 be resident become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of possession of of the light fire 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 recits, earnings, issues, income, and profits thereunder, unto the Second Party, herein, all relating to the real estate situated

in the County of____ Cook and State of Illinois, and described as follows, to-wit:

Lots 19 and 20, the North 60.5 feet of the West 107.7 feet of Lot 22 (said 60.5 feet being measured on the West line of Lot 19 and the East line of Ash Street), and the South 96.66 leak of the East 160 feet of Lot 22, all in A. W. McEldowney's Subdivision of 5 agres in the South East corner of Lot 4 of the County Clerk's division in the North Fast Quarter of Section 29, Township 35 North, Range 14, East of the Third Principal Meridian according to the plat thereof recorded January 22, 1891 in Bool 47, Page 28 as Document Number 1406846 in Cook County, Illinois.

32-29-221-018-66719 170 Permanent real estate tax no 1(2-29-221-020 40722

Otherwise known as: 2510-2520 Chicago Road, Chicago Heights, Illinois

This instrument is given to secure payment of the principal sum it FIFTY-FIVE THOUSAND AND NO/100-----and interest upon a certain loan secured by Trust Deed to MATTESON-RICHTON BANK

June 15, 1987 and corded in the recorder's Office of above-named County, conveying the real estate and premises hereinabove described, and this instrument shall regrain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or my 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 of interest or in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the Note secred 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 civ nants 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 tern's 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 on after any sale therein, Intiliwith, upon demand of Second Party, surrender to Second Pany, 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 of continuous, 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 will or any part of said real estate and premises hereinsbove 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, cents, 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 com-pensation 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 moneya 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 (3) 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.

inute do the benefit of the respective executors, administrators, legal representatives, successors and assigns lokeach of the parties betelo This instrument shall be assegnable by Second Party, and all of the terms and provisions necess shall be binding upon and

and exercise the powers hereunder, at any time for times that shall be deemed fit. or assigns shall have full tight, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereoft, The failure of Second Party, or any of its 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 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

The payment of the note and release of the Trust Deed securing said note shall hose facto operate as a release of this instrument.

the premises hereby conveyed for the paymer I thereof, by the enforcement of the fion hereby created, in the manner berein and in said princilegal holder or holders of said principal and treetest notes and the owners of any indebtedness secrular hereunder shall fook solely to interest that may access thereou, or any indepteness according nerenness; or to perform any covenant either express or implied herein contained and by every person now or herein any covenant elines, if any, being express! waived by said party of the second part and by every person now or herein any inght or seconds any inght or seconds. The part and the said and any of the first part and the said and and any of the first part and the said and and any of the concerned the This Assignment of Rents is executed by ENB OL CHE not personally but as Tristee on alloresaid in the executed by ENB OL CHE of END of Cherchy warrants that it possesses full power and authority to execute this instrument, and it is ex resaly understood and agreed that aciting herein or in said principal or instrument), and it is ex resaly understood and agreed that aciting herein or in said principal or instrument, and it is ex resalty understood and agreed that aciting herein or in said principal notes or on a shall be construed as creating any inability on it is said first pairty to on asid a Cherchy or in a said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said principal notes or on an analysis of pay the said pay

S COOK LCOUNTY RESCORDER CATEN 1 SEN CE DESCRIP So cs of receded That MART Seven E असार्थमा उड्डायमा केन्द्रीय नर्थ

etaid, has caused these presents to be signed by its fig. Trust Officer Assistant Cashier, the day and high Prince of Percents of Chicken Height And Percents of Chicken Percents of Chick year first above written. IN WITNESS WHERE OF FEMB OF SCHAR and personally but as Trustee as alore aid, has caused these presents to be signed by its Assistant Trust Officer Assistant Cashier, the day and vice-President, and its corp its result to be because a fine and alterated by its Assistant Trust Officer Assistant Cashier, the day and

*FIRST NATIONAL BANK OF CHICAGO HEIGHTS

kikeA - nimbA Hava (Boakepan Herseland) Assiblant Trospicifetaxx Matteson, Illinois 60443 TSELLY 600 Holiday Plaza Drive, Sufte 320 wed is vemotia," Richard L. Treichel Rejagerd framiliood sidT Apriosisal inclus As invited

Lillian Gnaster, Pacrick H. Spina, Notary Public in and for said County, in the State aforesaid, Do, Hereby Certify, that Angela Giannerii

wkkwkkkkkrust Officer of Chicagus Sand

XXXXXXXXXX IncreaseA. Admin.

of said Bank as Trustee as aluresaid, for the uses and gurposes therethe free and voluntary act of said Bank, as Trustee as aforesard our the uses and purposes therein set hoths; and voluntary act of said Bank, as Trustee as aforese. Assistant Cash set inten and there acknowledged that forth and the said Assistant Trust Officee. Assistant, i.d. fax the composite seal of said that the composite seal of said bank, i.d. fax the composite seal of said Bank to said instrument, as custodian of the composite seal of said bank to said instrument, as a custodian of the composite seal of said bank to said instrument, as a custodian of the said said instrument, as a submeasaid for the new and numeres there. ASSESSED FOR STREET OF SAID BANK, Who are personally kny wh to me to be the same persons whose names are subscribed to the foregoing instrument as such vice-Frestlent-Trust Officer, and Assistant Cashier respectively, appeared before ne has dar in person and acknowledged that they signed and delivered the said instrument as the time, free and voluntary act and as that they signed and delivered the said instrument as the time, free and voluntary act and as

Citten under my hand and Notacial Seal this.

Tuly 78

Angela Giannetti OFFICIAL SEAL"

My Commission Expires Mar, 19, 1991, Notary Public, State of Illinois

19/81/E aantgxo O 1 3 N DOW

COUNTY OF COOK

STATE OF ILLINOIS

pal note, provided.

FIRST

NATIONAL BANK OF

CHICAGO

HEIGHTS

03343799

EXONERATION CLAUSE - MISCELLANEOUS INSTRUMENTS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undestakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the howers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforcible against the First National Bank in Chicago Heights or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representations, covenant, undertaking or agreen@nt of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

- Sp. 331399

First National Bank in Chicago Heights, Not Individually, but solely as Trustee under Trust No. 1479

By Trust Orker

and the contraction of the contract section of the section of the section is a section of the contract of the transfer of the first of the first of the first of the section of the first of the first of the first of the first and the solar engage with the times after an elemental of the first and the second of the second of

e or exited by Books was yet broughten at your Popular Latin Court in the contract of the cont and the second of the Martin the state of th and the real state of the specification of the Cartesphy and the real transformation in the cartesphy and the cartesphy the market a metric to the party to the scene and an experience of the contract of the contrac Markette Dilling of the State Holling Color of the State of Color

magain the contract of the parties of the contract of the cont Part of the state of the state of

UNOFFICIAL COPY 5

UNOFFICIAL COPY



-ET-025222 Contrate Course