

KNOW ALL MEN BY THESE PRESENTS, that whereas Congregation Beth Am, a not for profit corporation of Illinois

of the ... of ... County of ... Cook, State of ... Illinois in order to secure an indebtedness of ... Dollars \$ 200,000.00

executed a mortgage of even date herewith, mortgaging to Cole Taylor Bank/Main the following described real estate:

Lots 2, 3, 4, 5, 6, 7 and 8 in First Addition to Dunhurst Unit 4, being a resubdivision of the West 30 feet of Lot 9 and the East 30 feet of Lot 10 in Block 1 and the South 314 feet of Lot "A" in Dunhurst Subdivision Unit 4, being a Subdivision of part of the East 1/2 of the Northwest 1/4 of Section 10, Township 42 North, Range 11, East of the Third Principal Meridian, also part of thw Southwest 1/4 of Section 3, Township 42 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

and, whereas, Cole Taylor Bank/Main is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned Congregation Beth Am, a not for profit Corporation of Illinois

hereby assigns, transfers and sets its right, title and interest in and to all existing and future leases over unto Cole Taylor Bank/Main hereinafter referred to as Bank and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Bank under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and do hereby authorize the Bank to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Bank shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Bank due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Bank will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detained and the Bank may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Bank of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 23rd day of December, A. D., 1987

DEPT-01 RECORDING \$12.25 1#2232 TRAN 7783 12/31/87 12:15:00 #5674 # B * -87-483926 COOK COUNTY RECORDER (SEAL)

Rem # 0311 LGT 768 526 3, 4 D&O 850 Jenkins St Wheeling

STATE OF ILLINOIS COUNTY OF ... } ss. ... a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this day of A. D., 1987

Notary Public 87683926

17-858-201-7 JTF

87683926

UNOFFICIAL COPY

Assignment of Rents

Box

TO

Mail to:

Cole Taylor Bank/Inn
350 E. Dundee Rd.
Wheeling, Ill 60090

MAIL TO

Loan No.

Property of Cook County Clerk

Notary Public
Barry Simon
December 23rd day of 1987

GIVEN under my hand and notarial seal this 23rd day of December, 1987, the undersigned, Barry Simon, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
President of Congregation Beth Am, a not for profit Corporation of Illinois
and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such
President, and 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 Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that as custodian of the corporate seal of said Corporation to said instrument as set forth.

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

92638918

ATTEST:
Secretary
By *Barry Simon*
President
Congregation Beth Am, a not for profit Corp. of Illinois

IN TESTIMONY WHEREOF, the undersigned
Congregation Beth Am, a not for profit Corporation of Illinois
President and its corporate seal to be hereunto
Secretary this 23rd day of December, 1987
affixed and attested by its