

ASSIGNMENT OF RENTS

13.00

87063062

January 30, 1987

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KNOW ALL MEN BY THESE PRESENTS, that OAK FOREST BAPTIST TEMPLE, an Illinois religious not-for-profit corporation (hereinafter called "Assignor"), 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 MIDLOTHIAN STATE BANK, an Illinois banking corporation, and its successors and assigns (hereinafter called the "Assignee"), all the rents, earnings, income, issues and profits, if any, 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 oral, 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 Assignor may have heretofore made or agreed to, or may hereinafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder unto the Assignee herein, all relating to the real estate and premises situated in the County of Cook and State of Illinois and described as follows, to wit:

See Exhibit "A" attached hereto and made a part hereof for legal description of the real estate.

This instrument is given to secure payment of the principal sum of One Million Seven Hundred Thousand (\$1,700,000.00) Dollars, and interest upon a certain loan secured by Mortgage or Trust Deed to MIDLOTHIAN STATE BANK, an Illinois banking corporation, as Trustee or Mortgagee dated January 30, 1987 and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinabove described. 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 or Mortgage, or under the Note or Notes secured thereby, have been fully paid.

This assignment shall not become operative until a default exists in the payments of principal or interest or in the performance of the terms or conditions contained in the Trust Deed or Mortgage herein referred to and in the Note or Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is or are declared to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and 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 or 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 relating thereto and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs,

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PROPERTY TAX

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renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as 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 may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense 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, assessment, 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 Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee 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 Assignee hereunder, the Assignee shall apply any and all monies arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

- (1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

This instrument shall be assignable by Assignee, 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 Assignee, or any of the agents, attorneys, successors or assigns of the Assignee to enforce 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 rights under the terms hereof but said Assignee or the agents, attorneys, successors or assigns of the Assignee 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 release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

IN WITNESS WHEREOF, Assignor has caused its corporate seal to be affixed hereto and has caused its duly authorized officers to execute this instrument in its name on the date first above written.

OAK FOREST BAPTIST TEMPLE, an Illinois religious not-for-profit corporation, Assignor

(Corporate Seal)

By: Dr. William F. Schroeder
Dr. William F. Schroeder, President

Attest:

By: Dr. Bruce Gauger
Dr. Bruce Gauger, Vice-President

Mary L. Cluck
Mary L. Cluck, Secretary

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19__.

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CLERK OF THE COUNTY OF COOK, ILLINOIS
JAMES J. COOK, CLERK

19__ FEB 23 11 45 AM '92

COOK COUNTY CLERK

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EXHIBIT "A"

Parcel I:

Lot 19 (except the West 84.00 Feet of the East 144.00 Feet of the North 200.00 Feet thereof) in Arthur T. McIntosh's Midlothian Farms, being a subdivision of the North West 1/4 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 9, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel II:

The West 84.00 Feet of the East 144.00 Feet of the North 200.00 Feet of Lot 19 in Arthur T. McIntosh's Midlothian Farms, being a subdivision of the North West 1/4 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 9, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel III:

Lot 21 (except the North 300.00 Feet thereof) in Arthur T. McIntosh's Midlothian Farms, being a subdivision of the North West 1/4 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 9, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel IV:

The West 1/2 of Lot 22 in Arthur T. McIntosh and Company's Midlothian Farms, a subdivision of the North West 1/4 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 9, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel V:

Lot 23 in Arthur T. McIntosh and Company's Midlothian Farms, a subdivision of the North West 1/4 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 9, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel VI:

Lot 24 (except the North 175.00 Feet thereof and except the West 1/2 of the South 150.00 Feet thereof) in Arthur T. McIntosh and Company's Midlothian Farms, being a subdivision of the North West 1/4 of the South East 1/4 and the East 1/2 of the South West 1/4 of Section 9, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT REAL ESTATE TAX NUMBERS:

28-09-302-006; 28-09-302-007; 28-09-302-010; 28-09-302-011; 28-09-302-016;
28-09-302-031; 28-09-302-033.

5217 W. 149th St Oak Forest, IL

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Property of Cook County

Property Address

5217 W. 149th St.

Oak Forest, IL 60452

Permanent Index Number:

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28093020100000, 28093020110000, 28093020310000, 28093020330000

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2nd 1/4 PM 1

3rd 1/4 PM 1

4th 1/4 PM 1

10/21/2003

10/22/2003

10/23/2003

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