LEASE AND RENT ASSIGNMENT

For the purpose of further securing the Note dated February 1, 1987 made
by Harris Trust and Savings Bank as Trustee under Trust Agreement
dated 10-3-83 and known as Trust #42440 and not personally and by Alfy
Nathan, personally and Lilyan Nathan, personally in the principal amount of payable to Bearer
Four Hundred Ninety Six Thousand Six Hundred And Eight And No/10 POLLARS (\$ 496,608.00)
secured by Trust Deed bearing even date with said Note, whereby Harris Trust
And Savings Bank As Trustee , under Trust Number 4244) and not individually
conveyed to
State National Bank as Trustee, the following
State Nation is Bank as Trustee, the following described real estate:
described real estate: Lot 1 in Gunderser Subdivision being a Subdivision of Part of the West Fractional half of Section 31, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.
described real estate: Lot 1 in Gunderser Subdivision being a Subdivision of Part of the West Fractional half of Section 31, Township 40 North, Range 12 East of the

and in consideration of the making by State National

(hereinafter called the "Bank"), of the loan evidenced by said Note, the undersigned does hereby assign, transfer and set over unto the Bank all the right, title and interest of the undersigned in, to and under all leases of any and every kind now or hereafter existing with respect to said real estate or any part thereof,

together with all rents accrued and to accrue under each and all of said leases and all other rents at any time arising out of said real estate, hereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said Note or said Trust Deed or this Assignment, but no instalment of rent shall ever be collected by the undersigned in advance of its due date. This Assignment shall remain in full force and effect until all indebtedness secured by said Trust Deed has been paid in full. --- -----

The undersigned does further hereby covenant and agree with the Pank that until said indebtedness has been paid in full, the undersigned upon the Bank's request will furnish to it true copies of all of said leases and will make, sign and deliver to the Bank such other and additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any time arising out of said real estate.

Until the Bank shall notify the lessee or lessees under said lease or leases and tenant or tenants of said real estate that there has been a default under said Note or said Trust Deed or this Assignment, such lessee or lessees and tenant or tenants shall be entitled to pay such rents as they become due to the undersigned, provided that no instalment of rent shall ever be paid to the undersigned in advance of its due date.

In the event of any_default under said Note or said Trust Deed or this Assignment, the Bank shall have the right (but not the duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and

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upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the name(s) of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under said lease or leases, and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, but the Bank shall not be responsible for the performance of any of the covenants of the lessor or lessors of the lessee or lessees in said lease or leases or for the performance of any of the obligations of the landlord nor for the collection of any such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal, or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Trust Deed.

If the Bank shall negotiate or transfer said Note, it may assign all its right, title and interest hereunder to the holder or transferce of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given by reunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned.

If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the term "the undersigned" shall be taken to refer to each and all the signers.

- CX.
1987 GIVEN under hand and seal this 15+ day of February
19 87
Ux
Harris Trust and Savings Bank as Trustee under Trust Agreement dete
10-3-83 and known as Trust #42446
and not personally
Ita CIA W
By: VICE PRESIDENT > N
Attest:
STATE OF ILLINOIS) A sistant Secretary.
) SS.
COUNTY OF)
I, the undersigned, a Notary Public, in and for said County, in the State afore-
said, 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
to the foregoing instrument appeared before me this day in process. 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 thisday of
19
Notary Public .
NY COMMISSION EXPIRES:

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07173529

JILL WACHTOR

a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that

HERMAN A. KOLE

Vice President of the Harris Trust and Savings Bank and

<u>JAMES J. PERNER</u>

Assistant Secretary of sa's Dank, who are personally known to me to be the same persons whose names are subscribed to the foregoing irst unent 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 sp.d Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, and affix the corporate seal of said Bank, and affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and vo'untay act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Putarial Seal this

My Commission Expires February 19, 1990

Notary Public

THIS ASSIGNMENT OF RENTS is executed by the Hairis Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred up in 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 party of the first part or on said Harris Trust and Stvings Bank personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing here of ic, 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.