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AFFILIATED BANK/NORTH SHORE NATIONAL ASSIGNMENT OF RENTS

LaSalle National Bank, not personally, but solely as Trustee under Trust Agreement dated December 8, 1986 and known as Trust No. 111825, (hereinafter called the "undersigned"), in order to further secure the Liabilities of the undersigned, does hereby sell, assign and transfer unto Affiliated Bank/North Shore National ("Assignee"), 1737 West Howard Street, Chicago, Illinois, all the rents, issues and profits now due and which may herearte become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises located in Cook County, State of Illinois, described on Exhibit A (the "Premises") attached hereto, or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers herein granted. It is the intention of the parties to this Assignment of Rents to establish an absolute transfer and assignment of all the said leases and agreements and all avails thereof, to Assignee, and the undersigned does herely irrevocably appoint Assignee as the undersigned's true and lawful attorney in the undersigned's name and stead (with or without taking possession of the Premises), to rent, lease of let all or any portion of the Premises to any party or parties, at such rental and upon such terms, in Assignee's discretion as Assignee may determine, and for Assignee to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agree ments, written or verbal, or other tenancy existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represents and agrees that no rents have been or will be paid by any person in possession of any portions of the Premises for more than one installment in advance and that the payment of rents has not been or will not be waived, released, reduced or discounted or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees that the undersigned will not further assign any of the rents, issues or profits of the Premises except with the prior written consent of Assignee.

Nothing herein contained shall be construed as constituting Assignee a "martgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees to assign and transfer to Assignee all existing and future leases upon all or any part of the Premises and to execute and deliver, immediately upon the request of Assignee, all such further assurances and assignments as Assignee shall from time to time require. The undersigned shall deliver a certified copy of any and all leases to Assignee. No lease may be entered into, executed, modified, amended, cancelled or terminated without the express written consent of Assignee.

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AFFILIATED BANK/NORTH SHORE NATIONAL ASSICNMENT OF RENTS

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Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon Assignee herein until Assignee demands payment of the Liabilities and nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under any other instrument which secures or is delivered in connection with the Liabilities.

In any case in which under the provisions of the Mortgage made by the undersigned in favor of Assignee, Assignee has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods, if any, whether before or after institution of legal proceedings to foreclose the lien thereof, or before or after sale thereunder, immediately upon demand of Assignee, the undersigned agrees to surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises or any part thereof personally, or by Assignee's agents or attorneys, and Assignee in Assignee's discretion may, without force and with process of law, enter upon and take and maintain possession of all or any part of the Premises, and may exclude the undersigned, the undersigned's agents or servants, wholly therefrom and may as attorney-in-fact or agent of the undersigned or in Assignee's own name and under the powers herein granted, hold, operate, manage and control the Premises with full power to use such measures, legal or equitable, as in Assignee's discretion or in the discretion of Assignee's successors or assigns may be deemed proper or necessary to enforce the payriem of security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. The undersigned grants Assignee full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or suburdinated to the lien thereof. The undersigned hereby grants Assignee the full power and a thority to make necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious to Assignee, in Assignee's discretion. The undersigned hereby grants Assignee the full power and authority to insure and reinsure the Premises for all risks, incidental to Assignee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises, and the undersigned shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which Assignee may or might incur under any such leases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements or in the defense of any claims or demands arising prior to Assignee taking possession of the Premises. The undersigned hereby agrees to immediately reimburse Assignee upon demand for any amount due Assignee by reason of this paragraph, including costs, expenses and attorneys' and paralegals' fees incurred by Assignee.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon Assignee herein until Assignee demands payment of the Liabilities and nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under any other instrument which secures or is delivered in connection with the Liabilities.

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Assignee, in the exercise of the rights and powers conferred upon Assignee by this Assignment of Rents, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

- (a) To the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Assignee and Assignee's agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), to establish reserves for claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Premises, including the cost from time to time of installing, replacing refrigeration, gas or electric appliances therein, and of placing the Premises in such condition as will, in the judgment of Assignee make it readily rentable;
 - (d) To the payment of any Liabilities (first to interest and then to principal).

The undersigned does furthe specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to so pay the same.

"Liabilities" means all obligations of the undersigned to Assignee for payment of any and all amounts due under the aforesaid Mortgage, the Note secured by the aforesaid Mortgage and of any indebtedness, or contractual cuty of every kind and nature of the undersigned or any guarantor of the aforesaid Note to Assignee, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howscever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or a collateral, or otherwise. Liabilities also includes all costs of collection, legal expenses and actorneys' fees incurred or paid by Assignee in attempting the collection or enforcement of the aforesaid Note, any guaranty of the aforesaid Note, or any other indebtedness of the undersigned or any guarantor of the aforesaid Note to Assignee or in the reposession, custody, sale, lease, assembly or other disposition of any collateral for the aforesaid Note. Liabilities includes all of the indebtedness or contractual duties of partnerships to Assignee created or arising while the undersigned or any guarantor of the aforesaid Note may have been or may be a member of those partnerships.

It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the above described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted therein.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns of the undersigned, and

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Assignee, in the exercise of the rights and powers conferred upon Assignee by this Assignment of Rents, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

- (a) To the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Assignee and Assignee's agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of stelling and procuring tennets and entering into leases), to establish reserves for daines for damages, if early and premiums on insurance hereinabuse authorized)
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- (d) To the payment of any Liabilities (first o interest and then to principal).

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Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns of the undersigned, and

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any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to Assignee's successors and assigns, including all holders, from time to time, of the aforesaid Note.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the above described Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all of the Liabilities and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues and profits of the Premises, or by the undersigned, or until such time as this instrument may be voluntarily released by Assignee. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the Liabilities are fully satisfied before the expiration of any applicable period of redemption.

This Assignment of Rents has been made, executed and delivered to Assignee in Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Assignment of Rents shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment of kerts are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment of Rents.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Rents to be signed on the The day of April 1987.

HIN TRUSTER'S RIDER A C'ACHED HERETO AND MADE A FART ROLL SER

LASALLE NATIONAL BANK, not personally, but solely as Trustee under Trust No. 11182

By:

Its: MANISHE PASSINGHI

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Attest:

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any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to Assignee's successors and assigns, including all holders, from time to time, of the aforesaid Mote.

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED 4011 17, 1987 (UNDER TRUST NO.) 11/825

This Assignment of Rents is executed by LA SALLE NATIONAL BANK, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary withstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said Trustee is entitled to any of the reads, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL BANK, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgages or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every per or now or hereafter claiming any right or security thereunder. It is understood and egreed that LA SALLE NATIONAL BANK, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

STATE OF ILLINOIS)	
COUNTY OF COOK)	
	And the second of the second o
I, Wallow ter Supremore	, a Notary Public in and for the County
and State aforesaid, do hereby certify that Clifford Educational of LaS	Bok and
- Clifford Edulimenthek of LaS	alle National Bank, personally known to me
to be the same persons whose names are as As	SSISTANT YITE MILHIMM and LAMBOTANE ASSESSED IN
, of LaSalle National Bank	, subscribed to the foregoing instrument,
appeared before me this day in person and a delivered and instrument as their own free	
voluntary act of LaSalle National Bank, as Tru	
forth.	steet for the asea and parposes therein ser
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GIVEN under my hand and Notarial Seal	this 17th day of 4 hours,
1987.	
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	My Counteston Expires 4-28-90
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, a Notary Public in and for the County	
certify that of LaSalle National Bank, personally known to me	nd State aforesaid, do hereby c
of LaSalle National Bank, personally known to me	
mes are as surface to recommend and service dational Bank, subscribed to the loregoing instrument	o be the same persons whose nat
person and acknowledged to me that they signed and	present before me this day in
eir own free and voluntary act, and as the free and	elivered said instrument as the
1 Bank, as Trustee, for the uses and purposes therein set	oluntary act of LaSalle National
Notarial Seal this 11 day of Coul	GIVEN under my hand and
And the state of t	738
	가게 되는 것이 되었다. 그 것 같은 말라면 하는 것 같습니다. 그는 것 같은 것 같습니다. 그는 것들은 것 같습니다. 그런 것 같습니다.
Notary Public	
도 있는 경험 등에 가능하는 이 것은 시간에 되는 것이 되었다. 본 경험은 기업을 받는 것은 것은 보다를 하는 것이 되었다.	

SUNTERNAMENT OF STREET

ASSIGNMENT BY BENEFICIARY

For good and valuable consideration, receipt of which is hereby acknowledged, Howard A. Harris and Bruce Berry, as beneficiaries of the trust, join in this Assignment for the purposes of assigning their entire right, title and interest in and to the aforesaid rents, issues and profits of the Premises.

Dated as of April 17 Droperty or Coot County Clerk's Office

... UNOFFICIAL COPY

ASSIGNMENT BY BENEFICIARY

For good and valuable consideration, receipt of which is hereby acknowledged, Howard A. Harris and Bruce herry, as beneficiaries of the trust, join in this Assignment for the purposes of assigning their entire right, title and interest in and to the aforesaid rents, issues and profits of the Premises.

Dated as of April 17, 1987.

Howard A. Harris L. Bruce Berry

Sapassare

COUNTY OF COOK ()	
, Melvin J Cole	
	, a Notary Public in and for the County the Howard A. Harris and Bruce Berry, individuals,
	ame persons who subscribed to the foregoing

personally known to me to be the same persons who subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they signed and delivered said instrument as their own free and voluntary act, for the uses and purposes therein set forth. der my 1.

Obertity Of County Clerk's Office GIVEN under my hand and Notarial Seal this M day of April, 1987.

STATE OF ILLINOIS)

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) SS 20K)	OUNTY OF C
the County	Public in and for	, a Notar)			
e foregoing	s and Bruce Berry, subscribed to th cknowledged to m voluntary act, for	persons who	be the same in the day in	vared before ered said inst	ersonanty app atrumenty app
	of April, 1987.	this 100 day	nd Notarial Seal	ler my hand ac	GIVEN unc
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Exhibit A

to

Assignment of Rents

LOTS 38, 39, and 40 IN BLOCK 1 IN HAHNE'S SUBDIVISION OF THE SOUTHEAST & OF THE SOUTHWEST & OF THE SOUTHWEST & OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Nos. 14-29-320-008, 14-29-320-009 and 14-29-320-010 E WC

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Common Address:

2435-41 No. ct. Jansen Chicago, Illinois

o Vocoot County Clart's Office T#1111 TRAN 2738 04/28/67 13:19:00 #6535 # A K-07-225462 COOK COUNTY RECORDER



This Document Prepared By and Return To:

Stuart P. Krauskopf DeHaan & Richter, P.C. 55 West Monroe Street Suite 1000 was a series Chicago, Illinois 60603 (312) 726-2660

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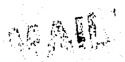


Exhibit At

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Assignment of Rents

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Perhantent Index Nos. 10-29-320-008, 10-29-320-009 and 16-29-320-310

Common Address:

2435-41. North Jansen Chicago, Illinois

This Document Prepared By and Neturn Tox

Sthart F. Krauskopf Dellaan & Richter, P.C. 35 West Monroe Street Suite, 1800 Chicago, Illiwis 60603 (312) 726-2660

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