LOAN NUMBER 16668

LEASE AND RENT ASSIGNMENT

May 14, 198

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made For the purpose of further securing the Note dated \_ May 14, by FIRST ILLINOTS BANK OF EVANSTON N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 12, 1949, AND KNOWN AS TRUST NUMBER R-388, and not personally STATE NATIONAL BANK, Evanston, Illinois in the principal amount of (\$519,750.00) FIVE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIFTY and 00/100/ DOLLARS (\$ secured by Trust Deed bearing even date with said Note, whereby FIRST ILLINOIS BANK OF EVANSTON N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 12, 1949, AND KNOWN AS TRUST NUMBER R 388, and not personally conveyed to STATE NATIONAL BANK, Evanston, Illinois as Trustee, the following described real estate: Lot 2 in Block 18 in North Evanston in the North West Quarter of scotion 12, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. PIN: 10-12-103-003

and in consideration of the making by

Evanston, Illinois 60204

2116-18 Central

State National Bank

(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,

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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 Bank 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 driver 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.

and tenant or tenants of said real estate that there has been a default 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 over 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 lesser or lessees 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 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 transferee of said Note, which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder 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 riable hereunder and the term "the undersigned" shall be taken to refer to each and all the rigners.

IN WITNESS WHEREOF said Mortgagor has caused these presents to be duly executed in its Corporate Name by its duly authorized Officers in its behalf and the Corporate Stal to be hereunto affixed all the dayand year first written

RIDER CONTAINING EXONERATION TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 12, CLAUSE ATTACHED BEFORE EXECUTION PORTER TILLINOIS BANK OF EVANSTON N.A. AS TRUST AGREEMENT DATED JANUARY 12, CLAUSE ATTACHED BEFORE EXECUTION PORTER TITY,

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF ILLINOIS

COUNTY OF COOK

ATTEST:

STATE OF ILLINOIS

ATTEST:

TAPIT

I, MARGHRET F MIERKIEW, C2- a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY, that I I MILE IN THE Secretary of the First Illinois Bank of Evanston N. Who are presonally known tome to be the same persons whose names are subscribed to the foregoing instrument as With M. The Office of the same person, and acknowledged that they sized, sealed and delivered the said instrument as their free and voluntary act, aid as the free and voluntary act of the said First Illinois Bank of Evanston P. A. Said Company to be thereto attached.

GIVEN under my hand and Notarial Seal, this Why day of

Notary Bublic

My Compalation Expires August 14, 1983

THES INSTRUMENT PREPARED BY: STATE NATIONAL BANK 1603 ORRINGTON AVENUE EVANSTON, ILLINOIS 60204

Box 169

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It is expressly understood and agreed by and between the parties hereto, anything bream to the cuntrary notwithstanting, that each and all of the representations, covenants, undertakings, warranties, indemnities and agree(ents herein made on the part of the Trustee while in form purpoiting to be the representations, covenants, undertakings, warranties, indemnities and agreements f said Trustee are nevertheless, each and warry one of them, made a dintended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or or, the purpose of with the intention of binding said Trustee personally but are made and intended for the purpose of binding only the trust moperty, described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exertise of the powers conferted upon it as such frustee; and that no is conal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Pirst Illinois Dark of Evenstin, N.A. or any of the beneficiaries under said Trust Acre ment, on count of this instrument or on account of any representations, covenants, undertakings, warranties, indemnities or acre ment; of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being ensemily waived and released by the parties to this instrument and it all parties claiming by, through, or under them.

Doc. 8741C. P.1

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