ASSIGNMENT OF RENTS

88043326

Heritage Bank and Trust Company, formerly known as Heritage County Bank and Trust Company, as Trustee under a Trust Agreement dated October 17, 1986, and known as Trust No. 2929, and not personally (hereinafter called the "undersigned"), in order to further secure the Liabilities of the undersigned, does hereby Bank/Drovers transfer unto Cole Taylor assign and ("Assignee") all the rents, issues and profits now due and which may hereafter 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 hereby 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 or 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 agreements, 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.

51110116

The undersigned represents and agrees that no reach 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 "mortgagee 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.

ASSIGNMENT OF EBNIS

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Heritage Bank and Trust Company, formerly known as leviting County Sant and Trust Company, as Trustee under a Trust Agreemant duted October 17, 1986, and known as Trust No. 2919, and not personally (hereinafter called the "undersigned"), in carea a further secure the Libbilities of the undersigned, what were ខ្លួន ស្រាស់ ស្រីនាស៊ី ខេត្ត (ColingsTo transfer unto Cole assiign and ""Assignee") alt the tents, issues and profits now one con union may hereafter become due under or by virtue of any agress to the contribution or verbals or any letting of, up of any agressed to the ase or **occupanc**y of the Presises tocated in Cook Court. Which by Illinois, described on Exhibit A (the "Premises") at a char A, and or any part thereof, which may have heen beretoused or may he becauter made or agreed to or which may be made or agreed to be which may be made the or agreed to know as ander the powers herein granted. It is the interactor of the parties to this hasigneent of Rents to Astablish as entelling transfer and assignment of all the said leaves and agreements unall avails thereof, to Assigner, and the undersigned does no vir irrevocably appoint Assignee as the uponistrate and lawful attorney in the undersigned's name and cheen (with an allendate cating possession of the Plantages). We went lease of iet all an any p<mark>ortion of the Premises to say p</mark>urty or partice, at such readers and upon huch terms, in Assigned's discretion as Assigned to determine, and for Assignee to mollect all of this world with isaues and profits arising four or accruing at any time has after and all novelues and all novelues are all all of the leases and agreements, written or verbal, or other brownly existing of which may bereatter exict on the Planises, with the same rights and powers and subject to the same immunities, exeneretion of libbility and rights of recourse and incemnity as Assigned would have upon taking possession of the Gremises purawant to the scovisions here mafter set forth.

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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.

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 notwithsuanding, that Assignee shall not exercise any of the rights and powers conferred upon Assignee herein until and unless a default shall occur in the payment of the Liabilities or in the performance or observance of any of the representations, warranties, promises, terms, conditions or agreements of any instrument now or at any time securing 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 octual possession of the Premises or any part thereof personally for by Assignee's agents or attorneys, and Assignee in Assignee's discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned, or then owner of the Premises relating thereto, 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 che powers herein granted, hold, operate, manage and control the Presises and conduct the business, if any, thereof either personally or by Assignee's agents or attorneys, 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 payment 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

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disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof. The undersigned hereby grants Assignee the full power and authority 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, ducy 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 legal fees incurred by Assignee.

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;

disaffirm dny leade or sublembe made cabbequent to the distribution of subordinated to the lien thereof. The distribute betwee proper assignee the full power and content, the distribute of proper repairs, decorating, regularly a proper statement, additional additional additional betweenth and proper relations. The may seem judicious to Arsignee, it is a proper discretion. The undersigned hereby grants arrived that tall and authority to insure and reinsure the tratices and content to insure and reinsure the tratices and content to insure and reinsure the tratices and to receive all such avails, reads, iscure and the reads.

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- (b) To the payment of haxes and appoint and the homents are determined and due or which may hereafter become due on the breekings.
- (c) To the payment of all repairs, decomming, remember replacements, alterations, additions or betweento and improvements of the Premisse, irolnding the most fire in the time of installing, replacing refrigeration, get or election appliances therein, and of placing the Premiser of Australian condition as will, in the judgment of Assignce, mass readily rentable;

(d) To the payment of any Liabilities (first to interest and then to principal).

The undersigned does further 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 indebteiness, or contractual duty 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 howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise. Liabilities also includes all costs of collection legal expenses and attorneys' fees incurred or paid by Assignee in crempting 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 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

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The undersigned does further specifically summers our material and every present and future leader of transfer of the whole or are part of the Gremisen to pay all unpaid leaders of the Gremisen to pay all unpaid leaders of the sense upon receipt of casaser leavigner to so pay the sens.

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In the event this Assignment of Rents is executed by a corporate land trustee, then this Assignment of Rents is executed by the undersigned, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this Assignment of Rents or the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly waived in any manner.

This Assignment of Fents 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 Rents are prohibited by or determined to by 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 21st day of January, 1988.

This instrument was prepared by:

Rogene V. Tubman, Esq. DeHaan & Richter, P.C. 55 West Monroe Street Suite 1000 Chicago, Illinois 60603 (312) 726-2660

HERITAGE BANK AND TRUST COMPANY, formerly known as Feritage County Bank and Trust Company, as Trustee Under A Trust Agreement Dated October 17, 1986, and known as Trust No. 2929 AND NOT PERSONALLY

Trust Officer

Asst. Secretary

LOTI ABO

TAX Numbers.

28-01-204-002 28-01-204-012 ABO 6071

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Rogene V. Pubman, Ssg. Doffinan & Richber, P.C. 55 West Monroe Street Suite 1000 Chicago, Ellinois 60693 (312) 726-2660

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STATE OF ILLINOIS

COUNTY OF COOK

I, Linda Lee Lutz said County, in the State afor	, a Notary Public in and for
said County, in the State afor	esaid, do hereby certify that
Joyce V. Cunningham , of Heritage	Bank and Trust Company, formerly
known as Heritage County Bank and	Trust Company, an Illimis
corporation, and Audrey Tancos	of said corporation
corporation, and <u>Audrey Tancor</u> personally known to me to be th	e same persons whose names are
subscribed to the foregoing instru	ument as such Trust Officer
before me this day in person and	, respectively, appeared
before me this day in person and	acknowledged that they signed and
delivered the said instrument as t	heir own free and voluntary acts,
and as the free and voluntary act	of said corporation as Trustee,
for the uses and purposes the	rein set fortn; and the said
he, as custodian of the corporate	so then and there acknowledge that
the said corporate seal of said of	
his own free and voluntary act, and	
said corporation as Trustee, for t	
forth.	doco dila parposso dilerali. Do
Given under my hand and nota	rial seal this 27th day of
January , 1988 .	rial seal this 27th day of
	Lende Lee Lutz NOTION PUBLIC
	Juan de Aus
	*//
My Commission Expires:	5-13-91
my commission expires:	<u></u>

"OFFICIAL SEAL"
Linda Lee Lutz
Notary Public, State of Illinois
My Commission Expires 5/13/91

STATE OF ILLINOIS

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NOTARY POLICE NY Commission Expires:
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ASSIGNMENT BY BENEFICIARY

For good and valuable consideration, receipt of which is hereby acknowledged, <u>William J. Carroll and Thomas J. Higgins</u> , as beneficiaries of the trust, join in Assignment for the purposes of assigning their entire right, title and interest in and to the aforesaid rents, issues and profits of the Premises.

Thomas

-88-043326 Dated as of <u>January 21</u>, 19<u>88</u>.

ASSIGNMENT BY BENEFICIARY

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Sated as of January II . 18 34 .

ESTATISTIES

-88-043326

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STATE OF ILLINOIS

COUNTY OF COOK

I, John T. Conroy , a Notary Public in and for the County and State aforesaid, do hereby certify that William J. Carroll & Thomas . Higgins , personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this
My Commission Expires: July 27, 1989
Oct County Clert's Office

88043326

STATE OF ILLINOIS

COUNTY OF CHOK

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EXHIBIT A

Legal Description

PARCEL 1: LOT 1 (EXCEPT THE EAST 308.2 FEET THEREOF) IN OWNERS SUBDIVISION OF LOT 4 OF PETER ENGELLAND'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 1 (EXCEPT THE WEST 167 PEET THEREOF; ALSO EXCEPT THE EAST 139.1 FEET THEREOF AND EXCEPT THE SOUTH 154 FEET OF THAT PART OF SAID LOT 1 LYING EAST OF THE WEST 197 FEET AND WEST OF THE EAST 147.1 FEET THEREOF) IN OWNER'S SUBDIVISION OF LOT 4 IN PETER ENGELLAND'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: Vacant property near 139th and Harrison, Blue Island, Illinois

A TIBIRSS

Legal Description

PARCEE 1: LOT 1 (EXCEPT THE EAST 308.3 PINT THENDOS) IN CHANKE SUBDIVISION OF LOT 4 OF PETER EMPELIABLES SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 36 NOTES, NAMED EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOR COURSE, ILLEVOIS.

PARCHE 2: LOT 1 (EXCEPT THE WEST 117 TERREDER, 2/10 SAUGH. THE EAST 139.1 FERT THEREOF AND EXCEPT 18B SOUTH (A.C. CAIN OF THE PART OF SAID BOT 1 BYING HAST OF THE RUSY 157 FER ALC ALC ALC ALC EXT DE TAIT 147.1 FEST THEREOS) IN GWER'S SUBDIVISION OF LOT 4 IN PETELS ENGELIAND'S SUBDIVISION OF THE WIST 1/2 OF THE ACETHERS 1/4 CAIN SECTION I, TOWNSHIP 36 NORTH, HANGE 13, EAST OF THE ACETHER FRIETIES. MERTIDIAN, IN COOR COUNTY, ILLINOIS.

Commonly known as: Vacant property near 199th and Marrison, blue Island, Illandis

BEECE PHASE