Prepared by; Sara E. Sumner, 230 E. Delaware, 60611

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Rev 9/80

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 MAR 22 PM 1:00

88116479

Land Trust

Assignment of Rents

88116479

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The above space for RECORDER'S USE ONLY

71-53-981-D3

Chicago, Illinois March 22 1988

Know all men by these Presents, that Chicago Title & Trust, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Trustee in pursuance of a Trust Agreement dated July 25, 1983 and known as its Trust Number 1084104, hereafter called Assignor, in consideration of Ten Dollars ($10.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto BANCO POPULAR DE PUERTO RICO, having an office and place of business in Chicago, Illinois, 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 may become 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 hereafter 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, City of Chicago and State of Illinois, and described as follows, to wit:

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Parcel 1: That part of Lots 37 and 38 in Mather and Taft's Addition to Chicago, said Addition being a subdivision of that part of the South West quarter lying South of Wabansia Avenue and East of Milwaukee Avenue of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, described as follows: beginning at a point in the East line of said Lot 37, 51.13 feet South of the North East corner thereof, thence West parallel to the North line of said Lots 37 and 38, 39.77 feet, thence South Westerly 8.53 feet to a point in the South Westerly line of said Lot 38, 61.15 feet North Westerly of the South East corner of said Lot 37, thence South Easterly along the South Westerly line of said Lots 37 and 38, 61.15 feet to the South East corner of said Lot 37, thence North along the East line of said Lot 37, 47.66 feet more or less to the point of beginning, in Cook County, Illinois.

F.C.P.

Permanent Tax ID # 14-31-332-040-0000

Parcel 2: Lots 37, 38, and 39 in Mather and Taft's Addition to Chicago, being a subdivision of that part of the Southwest 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois lying south of Wabansia Avenue and East of the Milwaukee Plank Road, excepting the following described property: Beginning at a point in the East line of said Lot 37 a distance of 51.13 feet South of the Northeast corner of said Lot 37, thence West parallel to the North line of said Lots 37 and 38, a distance of 39.77 feet, thence Southwesterly 8.53 feet to a point in the Southwesterly line of said Lot 38, a distance of 61.15 feet Northwesterly from the Southeast corner of said lot 37, thence Southeasterly along the Southwesterly line of said lot 37 and 38, a distance of 61.15 feet to the Southeast corner of said lot 37, thence North along the East line of said Lot 37, 47.66 feet to the point of beginning.

88116479

F.C.P.

Permanent Tax ID # 14-31-332-039-0000

1305679

2009-2015 Concord
Chicago, Illinois

hereunder, the Assignee shall app[illegible] and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

(1) interest on the princip[illegible] 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 bal[illegible] in the Assignor.

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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.

THIS ASSIGNMENT OF RENTS is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and said Trustee, 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 note contained shall be construed as creating any liability on the said Trustee personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right to security hereunder, and that so far as the said trustee personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor or co-maker if any.

IN WITNESS WHEREOF, the undersigned trustee not personally but as a Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed and attested to, the day and year first above written.

As Trustee

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

By ______ ASSISTANT VICE-PRESIDENT

Attest ______ ASSISTANT SECRETARY

Corporate Seal

STATE OF ILLINOIS, }
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Sheila Davenport
Notary Public, State of Illinois
My Commission Expires 9/21/91
Notarial Seal

Given under my hand and Notarial Seal this ______ day MAR 2 2 1988, 19__

Sheila Davenport
Notary Public

NF86-1

said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Notarial Seal

Given under my hand and Notarial Seal this ______ day ______, 19__

______
Notary Public

Property of Cook County Clerk's Office

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Reference

Place in Recorder's Box

No. BOX 333 - HV

MAIL TO
Banco Popular De Puerto Rico
2525 N. Kedzie
Chicago, Ill 60647
Attn: Bill Bruin

88116179

ASSISTANT VICE-PRESIDENT

ASSISTANT SECRETARY

COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Sheila Davenport
Notary Public, State of Illinois
My Commission Expires 9/21/91
Notarial Seal

Given under my hand and Notarial Seal this ____ day MAR 2 2 1988 , 19__

Sheila Davenport
Notary Public

NF86-1

said Company caused the corporate seal of said Company to be affixed to said instrument as said officer's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Notarial Seal

Given under my hand and Notarial Seal this ______________ day ______________, 19____

Notary Public

FOR THE RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

Reference

Place in Recorder's Box

No. BOX 333 - HV

MAIL TO
Banco Popular De Puerto Rico
2525 N. Kedzie
Chicago, Ill 60647
Attn: Bill Bruin

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This instrument is given to secure payment of the principal sum of One hundred sixty thousand and no hundredth dollars 160,000.00 Dollars, and interest upon a certain loan secured by the Mortgage or Trust Deed to Chicago Title &Trust Trustee or Mortgagee dated March 22, 1988 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 accrued or may hereafter accrue under said Trust Deed or Mortgage have been paid.

This assignment shall not become operative until a default exists in the payment of the 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 maintein 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, 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, assessments, 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 against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, the Assignee shall apply any and all moneys 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.

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