(2) 299028

88279531

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that **THE MIDWEST BANK AND TRUST COMPANY, ORGANIZED UNDER THE LAWS OF THE STATE OF ILLINOIS**, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 22, 1967 AND KNOWN AS TRUST NUMBER 67-09-88
executed a Trust Deed of even date herewith, mortgaging to CHICAGO TITLE AND TRUST COMPANY, the following described real estate:

LOTS 26 AND 27 IN LOEBS RIVER PARK SUBDIVISION, A SUBDIVISION OF THE SOUTH HALF OF BLOCK 16 AND THE NORTH WEST QUARTER OF BLOCK 16 AND THE WEST 250 FEET OF BLOCKS 24 TO 27 IN RIVER PARK SUBDIVISION, SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index No. 12-27-119-029 LOT 26, 12-27-119-030 LOT 27
Commonly known as: 9224 CHESTNUT, FRANKLIN PARK, ILLINOIS

and, whereas the DES PLAINES NATIONAL BANK, a national banking association, is the holder of said Trust Deed and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assigns, transfers, and sets over unto said DES PLAINES NATIONAL BANK of Des Plaines, Illinois, hereinafter referred to as the Bank, and/or its successors and assigns, all of the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use of occupancy of any part of the premises hereindescribed, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Bank under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and does hereby authorize the Bank to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Bank may do.

It is understood and agreed that the said Bank shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Bank, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Bank will not exercise its rights under this assignment until after default in any payment secured by the Trust Deed or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise by this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Bank may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Bank of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 16th day of June, 1988.

THE MIDWEST BANK AND TRUST COMPANY, as Trustee as aforesaid

BY _____

ATTEST _____ ASST CASHIER

Exculpation provisions of the Trust Agreement limiting any liability of Midwest Bank and Trust Company appear on the reverse side hereof and are hereby expressly made a part hereof.

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Midwest Bank and Trust Company while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Midwest Bank and Trust Company are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Midwest Bank and Trust Company or for the purpose or with the intention of binding said Midwest Bank and Trust Company personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Midwest Bank and Trust Company not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Midwest Bank and Trust Company on account of the instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in the instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that the terms of the land trust agreement the Midwest Bank and Trust Company has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Midwest Bank and Trust Company is not the agent for the beneficiary of its trust, and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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STATE OF ILLINOIS)
COUNTY OF C O O K)

I, Ellen Vesely, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY County in the State aforesaid, DO HEREBY CERTIFY that Barbara Love, Vice Pres, of Midwest Bank & Trust Co., and Chester S. Szyska Asst. Cashier, of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst.Cashier 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 Corporation, for the uses and purposes therein set forth; and the said Corporation then and there acknowledged that, as custodian of the corporate seal of said corporation, they did affix said corporate seal to said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of June, A.D.

Ellen Vesely -88-279531

"OFFICIAL SEAL"
Ellen Vesely
Notary Public, State of Illinois
My Commission Expires Feb. 25, 1990

MAILING INSTRUCTIONS:

DES PLAINES NATIONAL BANK

678 LEE STREET

DES PLAINES, ILLINOIS 60016

MAIL TO

DEPT-01 $13.25
T#4444 TRAN 0461 06/24/88 15:39:00
#8062 # D *-88-279531
COOK COUNTY RECORDER

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