#### ASSIGNMENT OF RENTS

KNOW ALL MEN By THESE PRESENTS that Cole Taylor Bank, not personally but as

Trustee under that Trust Agreement dated August 1, 1989 and known as Trust No. 89-1073

hereinafter called the "Assignor", in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto Cole Taylor Bank

1542 W. 47th Street Chicago, Illinois 60609

Attention: Commercial Real Estate Dept.

DEPT-O1 RECORDING \$14.00 -190000 TRAM 4919 09/09/97 14-28-00 -190007 4 C = 37-41-28-2 COOK COUNTY RECORDER

89415282

hereinafter called the "Assignee", and their respective successors in office and assigns, all of the rents, issues and profits now due to Assignor and which may hereafter become due to Assignor under or by virtue of how leases or sub-lease, whether written or verbal, or any letting or subletting or agreement for the use or occupancy of any part of the premises located upon the property described on the attached Appendix "A" to which the Assignor is entitled. This assignment includes the rents, issues and profits now or hereafter due by virtue of the said lease or sub-leases, if any.

This agreement is made an additional security for the payment by Assignor of the principal

with interest as stipulated therein, executed and delivered by the said Assignor to the Assignee, and as additional security for the full and faithful performance by the said Assignor of all of the terms and conditions of a certain mortgage or a deed of trust in the nature of a mortgage dated August 11 \_\_\_\_\_\_, 1889\_, executed and delivered by the Assignor to the Assignee to secure the payment of the principal note and covering the pramises described on Appendix "A".

Assignor agrees that this assignment shall cover all tutors leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of said premises.

Assignor further agrees that it will not assign the rent or any part of the rent of said premises, or cancel or amend any lease now in existence or he cafter made, or collect rents thereunder for a period further in advance than thirty (30) days yinhout the written consent of the Assignee, or do any other act whereby the lien of the aforesaid moregage may in the opinion of the Assignee be impaired in value or quality.

Assignor further agrees that this assignment shall remain in full force and effect so long as the principal note remains unpaid and that it may be enforced by the Assigned, it, successors and assigns, or the holder of said note.

It is the intention of the Assignor to create a present assignment of all the resits, sauce and profits now due or which may hereafter become due, under or by virtue of any least, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of the premises hereinabove described, but inasmuch as this assignment is made as additional security for the payment of the principal note hereinabove set forth, it is agreed that the Assignee's rights to collect said rental shall be conditioned upon the existence of default in the payment of said principal note according to its terms or in the performance of the terms and conditions of the Mortgage and security agreement in the nature of chattel mortgage executed and delivered by the Assignor to secure the payment of said principal note.

In the event of any such default referred to in the preceding Paragraph hereof, Assignor does hereby authorise and empower the Assignee, its successors and assigns, or the holder of the principal note:

(a) To collect all of the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of said premises and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits;

PREPARED BY:
THOMAS COLGAN
COLE TAYLOR BANK
1542 W. 47M STREET
CHICAGO, ILL. 60609

-89-415282

BOX 15 NTS N24-18486-14 N.HL

- (b) To use and possess furniture, furnishings, equipment, names, signs, books, records and files, and all other personal property used in the operation of Assignor's business;
- (c) To operate the property and business of Assignor and pay all costs of operation, including costs not met from income collections obtained from such operations, and to make such other disbursements as may be reasonably necessary, in the opinion of the Assignee, to properly operate said property; and any and all such sums of money advanced for such purposes, or any of them, shall be deemed as additional principal sums secured by the Mortgage above described. Nothing herein contained, however, shall be construed as requiring Assignee to advance or expend money for any of the purposes aforesaid;
  - (d) To execute new leases or modify existing leases.

In the event Assignee does take possession of the premises in question pursuant to the provisions of this Assignment, Assignee shall not, under any circumstances, be liable for the failure to collect rents.

Any amounts received or collected by Assignee, its successors or assigns by virtue of this Agreement shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the holder of the principal note:

- (1) To the payment of all necessary expenses for the operation, protection and preservation of said promises, including the usual and customary fees for management services;
- (2) To the payment of taxes and assessments levied and assessed against the property described herein as said taxes and assessments become due and payable;
  - (3) To the payment of premiums due and payable on policies insuring said premises;
- (4) To the payment of installments of principal and interest on the principal note as and when they become due and payable and to the payment of any other amounts which may become due and payable pursuant to the terms of said Mortgage; and
- (5) The balance remaining after payment of the above shall be paid to the then owner of record of said premises.

IN WITNESS WHEREOP, this Assignment of Zents has been executed and delivered by the

1989 Assignor this \_\_llth\_ August \_ day of \_ It is expressly understood and agreed by and between the parties herato, anything Cole Taylor Bank, as Trustee as aforesaid and not personally herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements berein made on the part of the Trustee while in fram purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and entry are a thirm, million renties, indemnities. creded not as presonal wartick nest and narrements by Its: Asst recall entre personally the Trustee or 'ms' 10 63 STATE OF THE LATER ST but are made and int levered by said specifically describe - etc الأخارين Trustee not in its own right, out roots and so of the past of patherical upon it as such Trustee, and that no personal test, and wanty is assumed by nor shall all any Secy Asst. time be asserted or enforceable mainst the one Tay or Ban' or any of the beneficiaries under said Trust Agreement, on "Consut of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee 新加坡 instrument in bing in ther expressed or implied, all such personal liability, if any, being expressly waived and glicesed.". County of Cook the undersigned , a Notary Public in and for said County. State aforesaid, hereby certify that on the 22 \_day of August, 1989. personally appeared before me Rose M. Collins and Lucille C. Hart known to me to be the same persons whose names are subscribed to the foregoing Assignment of Rents and Known to me to be the Asst. Vice Present. Secy. , respectively, of Cole Taylor Bank Asst. Vice Pres. Illinois Banking Corporation, as Trustee, and acknowledged and agreed that they signed the foregoing Assignement of Rents, as said officers, and affixed the seal of said corporation thereto, as Trustee, all for and on behalf of said corporation as Trustee, as their free and voluntary act and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth, including any waiver or conveyance of redemption or homestead rights. Given under my hand and notarial seal this 22 of August, **/9**89. "OFFICIAL SEAL"

(seal)

My Commission

Inez Thornton
Motary Public, State of Illinois
Ty Contribution Expires 10/4/89

Addendum "A" to that Assignment of Rents dated August 11, 1989 executed by Cole Taylor Bank, not personally, but as Trustee under that Trust Agreement dated August 1, 1989 and known as No. 89-1078.

#### PARCEL 1:

The South Quarter of the North 4/12ths of the South 60 acres of the East half of the South East Quarter of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian. (Excepting that part thereof lying East of a line described as follows:

Beginning at a point in the North line of said South Quarter of the North 4/12ths of the South 60 pores said point being 363.94 feet West of the East line of said Section 28; thence South to a point in the South line of said South Quarter of the North 4/12ths of the South 66 pores said point being 364.09 feet West of the East line of said Section 28);

and (excepting the part thereof falling in a tract of land described as follows:

The West 265 feet (except the West 33 feet thereof) of the the South Quarter of the North 4/12ths of the South 60 acres of the East half of the South East Quarter of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, and also the West 265 feet of the South 1/3 of the North 3/12ths of the South 60 acres of the East half of the south East Quarter (except from said land the North 120 feet thereof and the West 33 feet thereof) in Cook County, Illinois.

#### PARCEL 2

The South 1/3 of the North 3/12ths of the South 60 acres of the East half of the South East Quarter of Section 28, Township 38 Nort'i, Range 13, East of the Third Principal Meridian, (except from said premises the North 120 feet and also except from the said premises that part described as follows:

Beginning at a point in the North line of sald South 1/3 of the North 3/12ths of the South 60 acres said point being 50 feet West of the East line of sald Section 28; thence South along a line 50 feet West of and parallel to said East line to a point which is 17.85 feet North of the South line of said South 1/3 of the North 3/12ths of the South 60 acres measured along said East line) thence West along a line 17.85 feet North of and parallel to said South line of said South 1/3 of the North 3/12ths of the South 60 acres 313.92 feet; thence South 17.85 feet to the aforesaid South line of the said South 1/3 of the North 3/12ths of the South 60 acres; thence East along said South line 363.94 feet to the aforesaid East line of said Section 28; thence North 164.34 feet along said East line to the North line of the aforesaid South 1/3 of the North 3/12ths of the South 60 acress thence West 50 feet to the point of beginning and also except from said premises that part falling in a tract of land described as follows:

The West 265 feet (except the West 33 feet thereof) of the South Quarter of the North 4/12ths of the South 60 acres of the East half of the South East Quarter of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, and also the West 265 feet of the South 1/3 of the North 3/12ths of the South 60 acres of the East half of the South East Quarter (except from said land the North 120 feet thereof and the West 33 feet thereof) in Cook County, Illinois.

Or Coot County Clert's Office

#### PARCEL 3

Lots 12, 21, 22 and 31 in Cicero Avenue and 77th Street Subdivision being a subdivision of the South 1/5 of the North 5/12ths of the South 60 acres of the East 1/2 of the South East 1/4 of Section 28, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numberst

19-28-401-030 Affects part of Parcel I Volume: 406

19-28-401-059 Affects Parcel 2

19-28-413-010 Affects Lot 22 of Parcel 3

19-28-413-001 Affects Lot 31 of Parcel 3

19-28-414-010 Affects Lot 12 of Parcel 3

19-28-4) 4-001 Affects ( ot 21 of Parcel 3

Cole Taylor Bank as Trustee

Bv

1+24

ASST. 1118 E

RES

ATTEST

Bvı

Aces Cra

DB1500ALEG

It is expressly understood and agreed by and between the parties hereto, enything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, coverants, undertilkings and agreements berein made on the part of the Trustee while in form purposting to be the warrantees, indemnities, representations, povenants, undertak since on a needs of a stringles, are The leading a state of the first nevertheless, each and every elect thirty of ranties, indemnities, removed the solution the Tre the or for the plant of a law puttor dly but are made had in the tind preparty specifically contract in Trustee not mids own or his training on maried unen **Has such P**testory a Shorong production grantime be asserte of Editional of the beneficiaries under said Yourd Agreement, on the other field of the conforcer account. of any warranty, indemnity, representation, covenant, un. The larger agreement of the said Trustee in this instrument contained, entirer expression or implied, all such personal liability, if any, being expressly waived and released.

899,1528%

Property of County Clerk's Office