(3)

ASSIGNMENT OF RENTS

89512560

Niles, Illinois October 25 1989

Know all Men by these Presents, First of America Trust Company, ~~National Banking Association~~,

not personally but as a Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated September 15, 1989 and known as Trust Number 32-10260 hereinafter called First Party, in consideration of Ten Dollars ($10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

FIRST OF AMERICA BANK - GOLF MILL
9101 Greenwood Avenue
Niles, Illinois 60648

its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, 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 First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises situated in the County of Cook, State of Illinois, and described as follows, to-wit:

SEE ATTACHED "SCHEDULE A" HEREBY MADE A PARTOF FOR LEGAL DESCRIPTION--

89-512560

DEPT-01 RECORDING $14.25
T#3333 TRAN 9534 10/27/89 13:30:00
$3778 ; C *-89-512560
COOK COUNTY RECORDER

This instrument is given to secure payment of the principal sum of Four Hundred Fifty Thousand and no/100----------($450,000.00)---------- Dollars, and interest upon a certain loan secured by Mortgage to First of America Bank - Golf Mill

---------- and recorded in the recorder's Office of above-named County, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said trust deed, have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Mortgage herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said mortgage above described, the First Party will, whether before or after the note or notes secured by said mortgage is or are declared to be immediately due in accordance with the terms of said mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said mortgage, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, 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 mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it 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 to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses 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 Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered 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 Second Party 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 Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on the note or notes secured by said mortgage, at the rate therein provided; (2) To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said mortgage above referred to; and (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

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89-13283 (RMC) CKE MKR

This instrument shall be assignable by Second Party, 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 Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of 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 of its, his or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assignes 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 payment of the note and release of the Mortgage securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by * ..not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said * possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said first party or on said * personally to pay the said principal notes 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 said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said * personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look soley to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

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

*First of America Trust Company

First of America Trust Company
As Trustee as aforesaid and not personally,

BY See attached Exculpatory clause for signature
Trust Officer/Vice-President

ATTEST See attached Exculpatory clause for signature
Assistant Cashier

STATE OF ILLINOIS } SS.
COUNTY OF Cook

I, the undersigned a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that _____ Trust Officer/Vice-President of _____ and _____ Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer/Vice-President, and Assistant Cashier, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Cashier then and there acknowledged that _____, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as _____ own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____

day of _____ A.D. 19__

See attached Exculpatory clause for signature
Notary Public

89512560

Box No. _____

Assignment of Rents

First of America Trust Company
as Trustee
TO
First of America Bank - Golf Mill

Prepared By + Mail to:
First of America - Golf Mills
9101 Greenwood Avenue
Niles, Il. 60648
attn: Robert Jurowski

14 Mail

"SCHEDULE A"

LOTS 24 TO 28 BOTH INCLUSIVE AND THE WEST 4.30 FEET OF LOTS 19 TO 23 BOTH INCLUSIVE AND ALSO THE 16 FOOT VACATED NORTH AND SOUTH ALLEY LYING EAST OF AND ADJOINING LOT 24 AND LYING WEST OF AND ADJOINING THE WEST 4.30 FEET OF LOTS 19 TO 23 BOTH INCLUSIVE ALL IN BLOCK 1 IN HIGHLANDS CRAWFORD RIDGE TERMINAL SUBDIVISION 4TH ADDITION BEING A SUBDIVISION OF THE SOUTH 40 RODS OF EAST 40 RODS OF THE SOUTHEAST 1/2 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 4012-24 Golf Road, Skokie, IL 60077

P.I.N. # 10-10-427-054-0000

Rider attached to and made a part of the $450,000 Assignment of Rents dated October 25, 1989 between First of America Trust Company, not personally, but as Trustee under Trust No. 32-10260 and First of America Bank - Golf Mill.

EXCULPATORY CLAUSE

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 First of America Trust Company while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said First of America Trust Company are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by First of America Trust Company or for the purpose or with the intention of binding said First of America 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 First of America 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 First of America Trust Company on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this 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 under the terms of the land trust agreement First of America 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 trust company has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained First of America 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.

First of America Trust Company
as Trustee as aforesaid and
not personally.

ATTEST: Margaret Brennan
Assistant Vice President
and Trust Officer

BY: B. Jane Henry
Trust Officer

STATE OF ILLINOIS)
) SS.
COUNTY OF L A K E)

I, THE UNDERSIGNED, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that B. JANE HENRY, TRUST OFFICER of FIRST OF AMERICA TRUST COMPANY, and MARGARET J. BRENNAN, ASSISTANT VICE PRESIDENT & TRUST OFFICER of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Vice President & Trust Officer respectfully, 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Vice President & Trust Officer then and there acknowledged that said Assistant Vice President & Trust Officer, as Custodian of the Corporate Seal of said Company, did affix the Corporate Seal of Said Company to said instrument as said Assistant Vice President & Trust Officer's own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under by hand and notarial seal this 25th day of October 1989.

"OFFICIAL SEAL"
Patricia D. Biastock
Notary Public, State of Illinois
My Commission Expires 10/29/91

Patricia D. Biastock

89512560