Chicago, Illinois February 3

89

Know all Men by these Presents.

an Illinois Banking Corporation, 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. Juntury 9, 1989 and known as trust

number 3678 , hereinafter called First Party, in consideration of Ten Dolfars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt whereof are hereby acknowledged, does hereby assign, transfer and set over unto

COLE TAYLOR BANK

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

AS USED IN THIS DOCUMENT, THE TERM FORD CITY BANK AND TRUST CO. SHALL MEAN "COLE TAYLOR BANK".

This instrument is given to secure payment of the principal sum of

 -- Dollars,

as Trustee dated Probremary 3, 1989 and recorder's Office of above-named County, conveying the real estate and premises hereinahove described, and this instrument short remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have account or may inscribe account under said trust deed, have been fully paid.

This assignment shall not become operative until a default exists in the payment of exercipal or interest or in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the Note secure, thereby,

Without limitation of any of the legal rights of Second Parts as the absolute assignee of the cents, issues, and profits of said real estate and premises above described, and by way of enumeration only. First Party hereby coveraits and agrees that in the event of any default by the First Party under the said trust deed above described, the Tirst Party will, whener before or after the note or notes secured by said trust deed is or are declared to be immediately due in accordance with the terms of said trust deed, or whether before or after the institution of any legal proceedings to forecluse the fich of said trust deed, or before the order any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take again possession of, the said real estate and premises heremabove described, or of any part thereof, personally or by its agents or attentives, 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 trust deed, enter upon, take, and maintain possession of all m 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, better ments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and transure 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 trust deed, 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 premoves, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, aircrits, clerks, servants, and others employed by it, properly engaged and employed, for vervices rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such turther soms as may be sufficient to indemnify the Second Party against any fiability, loss, or damage on account of any matter or thing done in good 15th in pursuance of the rights and powers of Second Party hereunder, the Second Party may apply any and all moneys arising as atoresaid.

(1) To the payment of interest on the principal and overduc interest on the note or notes secured by said trust deed, 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 termining ourstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said trust deed 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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or implied herein contented, all such liability, it any, being expressly naived by sail party of the tree decreased and in the period of the first part and its such to seeming the period of the first part and its successor, and such before of the first party of the first party of said period of the first party of the content of owners of and period of the period ssaid principal notes of any mierest that may acetue thereon, or any indebtodiness accuminately of to perform any consumment either expires notes continued as construct as creating any licentity on the said first parts no manal XiX KARAGIK Said K KARAGIK Said Karacian the population of the popul tall power and authority, execute this instrumencl, and it is expressly understood and agree but board in inclinic beceived their notions of the property of interest add to seeded of their contracts of their contract The payment of the note and release of the Trust Deed securing such lade original despots to a release of this inversion or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions beteof, and exercise the powers sereunder, at any time or times that shall be docuted fit. The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avait itself or themselves of any of the 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 accurate the their rights under the terms hereof, but said Second Party, or its accurate the their rights under the terms hereof. This instrument shall be assignable by Second Party, and all of the terms and provisions becent shall be hinding upon and instrument of the tespecitive executors, administrators, legal representatives, successors and assigns of each of hinding upon and

**Standerd Bank & Trust Co. of Hickory Hills соок солиту весомоев #387 # P *-88-037555 TRAN 5452 02715789 14:57:00 97,51\$ DE61-0T ** Standard Bank & Trust Co. of Hickory Hills the manner herein and in supplied from the money provided.

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The Connected for its state of the day and sent first above written. DA WILNESS Of HER OF, TANK NAK NAK NAK NAK Not personally but as fruites as aloresaid, bas caused these presents to be

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Trust Oper. Manager Deborah A. Garon - Asst. Trust Officer Standard Bark : Trust Co. of HickGry Hills waxakamakkaramakarwakama James J. Martin, Jr. a Motary Public in and for aid County, in the State aforcand, Do Hereby Certify, that nugozațduog

ANK XNEXMEN respectively appeared before a consequence and archiveledged that they become and archiveledged that they always and archiveledged that they are sent of the said with the said instrument as aforeased for the uses and entropose there are still as the free and activates as aforeased for the uses and entropose there are forth, and the said flath, as trustee as aforeased for the uses and entropose there are tentioned of said limits, as trustee as aforeased for the corporate seal of said limits, did affix the corporate seal of said limits, and submitted as the forth.

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February 68 sub less lairted and dolarial Seal dus u'46

RUST DIVISION

Chicago, Illinois 60652 585-1200

7601 South Cicero Avenue

& TRUST CO.

)FFICIALIO

Standard Ban & TROS as Trustee O.f Hickory Hill

ssignment

COUNTY OF COOK

STATE OF ILLINOIS

Box No.

UNOFFICIAL COPY

LEGAL DESCRIPTION MADE PART OF TRUST DEED AND ASSIGNMENT OF RENTS DATED FEBRUARY 3, 1989, BETWEEN STANDARD BANK AND TRUST COMPANY OF HICKORY HILLS AS TRUSTEE UNDER TRUST #3678 AND COLE TAYLOR BANK.

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 52 (EXCEPT THAT PART TAKEN FOR WIDENING 79TH STREET) IN PRICES SUBULYISION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THAT PART OF VACATED MAPLE STREET (NORTH OF AND ADJOINING SAID LOTS 6 TO 10 INCLUSIVE) LYING BETWEEN BLOCKS 49 AND 52 IN PRICES SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 26. TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF AND ADJOINING THE 16 FOOT PUBLIC ALLEY SOUTH OF AND ADJOINING LOTS 37 TO 47 BOTH INCLUSIVE, IN HARRY M. QUINN ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 26. TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PROPERTY LOCATION:

3716 West 79th Street, Chicago, IL Clert's Original

REAL FOTATE INDEX NUMBER: #19-26-331-014-0000