Chicago, Illinois March 22

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Know all Men by these Presents, That Thexaginational Bank and Trust

Company of Chicago

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

February 10, 1989

and known as trust

number 107625-08, hereinafter called First Party, in consideration of Ten Dollars (\$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

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 herefolium 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 intestion hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, explaines, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate situated

in the County of Look and State of Illinois, and described as follows, to-wit:
Lots 11 and 12 to Block 3 in Byron A. Baldwin's Subdivision of Lot 4 in subdivision of
the Northeast 1/4 of the Southwest 1/4 of Section 25, Township 40 North, Range 13,
East of the Third in neighbors, in Gook County, Illinois

Property location: 2700 North Richmond, Chicago, Illinois 60647 Permanent Index No.: 13-25-304-041

As used in this document, the term Ford City Bank and Trust Co. shall mean "Cole Taylor Bank"

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DEPT-01 \$13.00 T\$3333 TRAN 6507 03/28/07 12:14:00 - \$8273 \$ C #-S9-13555717 COOK COUNTY RECORDER

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

Two Hundred Eighty Thousand and No/100 (\$280 000.00)----- Dollars, and interest upon a certain loan secured by Trust Decd to

COLE TAYLOR MARK

as Trustee dated. March 22, 1989.

and recorded in the recorder's Office of above-named County, conveying the real estate and premises hereinabove described, and this instrument shell 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.

\*Refer to Exhibit "14" attached here until made after hereful from 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 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 covenings and agrees that in the event of any default by the First Party under the said trust deed above described, the First Party will, whicher 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 foreclose the lien of said trust deed, or be one in after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to the actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or afterneys, 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 or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and account of First Party relating thereto, and may exclude the First Party, its agents, or sercants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage and control the said real extite 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 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 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 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 remaining outstanding 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 hereinbelose selected to in (1) (2), (3), and (4), to the First Party.

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NOFFICIAL COPY Assignment TRUST DIVISION Box No. 7601 South Cicaro Avenue Chicago, Illinois 60652 585-1200 & TRUST CO. & TRUST CO. as Trustee **Rents** Holsto Letters 1012191 , Y Given under my hand and Notarial Seal this 5 5 1886 idito) let nievedt eerogiug boo eero the corporate seal of said Hank, did affly the corporate seal of aid Hank to said instrument as own free and voluntary act as the free and voluntary act of said hank as Trustee as aforesald ast tot ablession se estemil se Linds skielencykon inder hinn nedt sooiffe kund. It insbiese President in Italia dent & Trust Officer respectively, appeared before the day in person and acknowledged that they said instrument as their own tee and volunitary act and as the free and volunitary act of said hank, as Trustee as aforetaid for the uses and worthness therein set forth; and the said Frast Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foreguing instrument as are by the objective dental Officer, and Assistant Vice Presh ASSISTANT SECRETARY Vice President & Vice-President-Trust Officer'ut-Pord City Bank and enoulaung poll buone, connaiot model COUNTY OF COOK a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that at at a series of the series o STATE OF ILLINOIS Octavie M. Greens American Marional Bank and Trust Company of As Trustee as aloresid and not personally. Chicago South Literal Manuel Karana Karana Karan 100 A American Mactonal Bank and Trust Company of Chleago to wither States Company of Chleago presents to be signed by its Action and Trust Officer, the Action and Trust Officer, and its corporate scal to be become allies and attented by its Action Vice President and Trust Officer, and its corporate scal to be become allies and attented by its Action Vice President and Trust Officer, the day and year first above willten. \*\*American Vational Bank and Trust Company of Chicago the manner herebs and or sud principal note, provided. ething becominder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the hereby created, in presented, the hereby created, in after claiming any right or security hereunder, and that so tat as the party of the fixet part and its successor and sold Karanamakharanamakharanam or implied berom contribed, all such hability, if any, being expressed walved by said party of the second part and by every now or huresaid principal notes or any interest that may acetue Chercon, or any indebtedness acerulng hereunder, or to perform any covenant either express tall power and authority to energie this instrument), and it is expressly understood and and introduction in and principal or instruction and authority to pay the ant to breatezy ant in binearolicze goatens) ze ind Thenories (南西 1888**) sastenet Kionsobinistyck** (d bantosze at zinek 16 inannajiez). and to breate ind bareatez at zinek 16 inannajiez). and to breate indicate in bareatez at zinek 16 inannaziez and 17 inannaziez and 18 inannaziez The payment of the note and refeate of the Trust Deed securing said note shall lovel acto operate as a refease of this instrument. and exercise the powers hereunder, at any time or times that shall be deemed fit. The failute 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, aball not be constituted or deemed to be a warver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors to be a warver of any of its, power and authority to enforce this agreement, or any of the terms, provisions, or conditions betend, or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions betend, or assigns shall have full right, power and authority to enforce this agreement, or

This instrument shall be easignable by Second Party, and all of the terms and provisions hereof shall be hinding upon and instrument of the teams and provisions of each of the parties hereto.

## UNOFFICIAL COPY

Rate of interest is computed at the per annum rate of one-half percent (1/2%) in excess of the prime rate (defined below) with a ceiling of 13.25% and a floor of 9.75%. At maturity, the principal balance shall bear interest at the rate of three (3%) percent in excess of the aforesaid rate.

"Prime Rate" means the rate of interest established from time to time by the bank as its prime rate and used by it in computing interest on those loans on which interest is established with relationship to the bank's prime rate, all as shown on the books and records of the bank. The prime rate will fluctuate hereunder from time to time concurrently with each change in the bank's prime rate with or without notice to anyone.

This Exhibit "A" is made part of Installment Note, Trust Deed, and Assignment of Rents dated March 27, 1989, between American National Bank and Trust Company of Chicago as Trustee under Trust No. 107625-08 and Cole Taylor Bank.

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