kothassrnt: 4-89

## ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas, TOTH INDUSTRIAL SALES CORP., an Illinois Corporation, in order to secure an indebtedness of TWD HUNDRED TWENTY FIVE THOUSAND (\$225,000.00) DDLLARS, executed a Trust Deed ("Mortgage") of even date herewith, mortgaging to STANDARD BANK AND TRUST COMPANY, as trustee, the following described real estate:

LOT 4 IN BERG AND ZUIDEMA'S RESUBDIVISION OF LOTS 2 AND 5 IN IPEMA'S 5TH ALSER INDUSTRIAL SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

COMMON ADDRESS: 5800 WEST 117TH PLACE, WORTH, IL 60482

24-20-463-609



and whereas, STANDARD LANK AND TRUST COMPANY, as trustee, is the holder of said Trust Deed and the note secured thereby on behalf of the owners thereof.

NOW. THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned, TOTH INDUSTRIAL SALES CORP., an Illinois Corporation, Fereby assigns, transfers and sets over unto STANDARD BANK AND TRUST COMPANY, as trustee, hereinafter referred to as the mortgagee and/or its successors and assigns, all 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 or occupancy of which may be made or agreed to by the mortgagee under the power herein granted, it being the intention hereby to establish an absolute cransfer and assignment of all such leases and agreements and all the avails hereunder unto the mortgages and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby authorize the Mortgagee to lat 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 range 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.

It is understood and agreed that the said Mortgagee 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 Mortgagee. 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 Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

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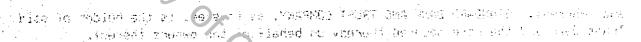
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It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month. A failure on the part of the undersigned to promptly 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 Mortgagee 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 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 Mortgagee shall have been fully paid, at which time this assignment shall terminate.

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

IN WITNESS WHEREOF, TOTH INDUSTRIAL SALES CORP., has caused these presents to be signed by its \_\_\_\_\_ President, and its corporate seal to be hereunder affixed and attested by its \_\_\_\_\_ Secretary this /H day of April, TOTH INDUSTRIAL SALES CORP. President

STATE OF ILLINOIS ) 1989 APR TS PH 12: 32 SS. COUNTY OF COOK

Andra J. Majerke \_\_\_\_\_\_ a notary public in and for said County and State, DO HEREBY CERTIFY that Ken Toth, President of TOTH INDUSTRIAL SALES CORP., and Ven Toth, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President \_ Secretary, 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 corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledge that \_\_\_\_\_ as custodian of the corporate seal of said corporation, did affix said seal to said instrument as 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 official seal this 19 day of April, 1989.

Onh J. Mark

89172411

PREPARED BY AND MAIL TO:

James B. Carroll & Associates 2400 West 95th Street, 5th Floor Evergreen Park, Illinois 60642 (312) 422-3766

"OFFICIAL SEAL" . . . . ANDREW . L . MAJESKE Notary Public, State of Illinois My Commission Funtar, July 13, 1991

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