



This instrument was prepared by:
David A. Mercurio
HARRIS BANK ROSELLE
126 E. Irving Park Road
Basella, Illinois 60172

-89-396233

ASSIGNMENT OF RENTS 89396233

HARRIS BANK ROSELLE as Trustee under a
Trust Agreement dated March 10, 1988, known as Trust No.
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(hereinafter called the "undersigned"). In order to
further secure the liabilities of the undersigned, does hereby sell, assign and transfer unto HARRIS BANK ROSELLE and its successors and
assigns ("Assignee") all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written
or verbal, or any letting of, or of any agreement for the use or occupancy of the premises located in Cook County, Illinois:

Lot 2 in Kranigar's Pleasant Hills, a Subdivision in Section 32, Township 41
North, Range 10, East of the Third Principal Meridian, according to Plat
thereof recorded December 6, 1955 as Document 16438945, in Cook County,
Illinois.

Permanent Index No. 87-32-102-002

Box 54 RETURN TO: TITLE EXPRESS Co. - 1375 E. SCHAWNBURG, IL 60194 TEC 11090-3

14 75

Property of Cook County Clerk's Office

89396233

which has the address of 402 S. Springsouth (Street) Schaumburg, Illinois 60172 (City) (State and Zip Code); Property Tax No. 87-32-102-002

or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Assignee under
the powers herein granted. It is the intention of the parties to this Assignment of Rents to establish an absolute transfer and assignment of all the
said leases and agreements and all avails thereof, to Assignee, and the undersigned does hereby irrevocably appoint Assignee as the undersigned's
true and lawful attorney in the undersigned's name and stead (with or without taking possession of the Premises), to rent, lease or let all or any
portion of the Premises to any party or parties, at such rental and upon such terms, in Assignee's discretion as Assignee may determine, and for
Assignee to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter
become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the
Premise, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as
Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represents and agrees that no rents have been or will be paid by any person in possession of any portions of the Premises
for more than one installment in advance and that the payment of rents has not been or will be waived, released, reduced or discounted or otherwise
discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the
Premises. The undersigned agrees that the undersigned will not further assign any of the rents, issues or profits of the Premises except with the
prior written consent of Assignee.

Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual
possession of the Premises by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no
liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees to assign and transfer to Assignee all existing and future leases upon all or any part of the Premises and to
execute and deliver, immediately upon the request of Assignee, all such further assurances and assignments as Assignee shall from time to time
require.

UNOFFICIAL COPY

89-396233

...DELETE IF ASSIGNMENT BY BENEFICIARY IS NOT EXECUTED BY A CORPORATION
...DELETE IF ASSIGNMENT BY BENEFICIARY IS NOT EXECUTED BY INDIVIDUALS

...DELETE IF ASSIGNMENT BY BENEFICIARY IS NOT EXECUTED BY A CORPORATION
...DELETE IF ASSIGNMENT BY BENEFICIARY IS NOT EXECUTED BY INDIVIDUALS

My Commission Expires: _____

NOTARY PUBLIC

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____, _____
acknowledged to me that _____ he signed and delivered said instrument as his/her own free and voluntary act, for the uses and purposes herein set forth,
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and
certify that _____
I, _____ a Notary Public in and for the County and State aforesaid, do hereby

STATE OF ILLINOIS
COUNTY OF _____

My Commission Expires: _____

NOTARY PUBLIC

GIVEN under my hand and Notarial Seal this _____ day of _____, 19____, _____
act of said corporation, for the uses and purposes therein set forth,
that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary
corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me
name are as _____
I, _____ a Notary Public in and for the County and State aforesaid, do hereby certify
personally known to me to be the same persons whose
respectively, of _____

STATE OF ILLINOIS
COUNTY OF _____

DEPT-01 RECORDING \$14.25
13000 TRAN 347 08/26/89 13:20:00
#8173 * C * 89-396233
COOK COUNTY RECORDER

ATTEST:

By _____

Corporation

...

Dated as of _____, 19____

For good and valuable consideration, receipt of which is hereby acknowledged, _____ as beneficiary(ies) of the trust, join(s) in this Assignment for the purpose of assigning (to, their, his, her) entire right, title and interest in and to the aforesaid rents, issues and profits of the Premises.

ASSIGNMENT BY BENEFICIARY

89396233

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, hereinafter and unless a default shall occur in the performance or observation of any of the representations and warranties, promises, terms, conditions or agreements of any instrument now or at any time securing the Liabilities and nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under any other instrument which secures or is delivered in connection with the Liabilities.

In any case in which under the provisions of the Mortgage made by the undesignated in favor of Assignee recorded immediately prior to this Assignment of Rents, Assignee has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods, if any, whether before or after institution of legal proceedings to foreclose thereon, or before or after sale thereunder, immediately upon demand of Assignee, the undesignated agrees to surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises or any part thereof personally, or by Assignee's agents or attorneys, and Assignee in Assignee's discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undesignated, or then owner of the Premises relating thereto, and may exclude the undesignated, the undesignated's agents or servants, wholly therefrom and may as attorney-in-fact or agent of the undesignated or in Assignee's own name and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by Assignee's agents or attorneys, with full power to use such measures, legal or equitable, as in Assignee's discretion or in the discretion of Assignee's successors or assigns may be deemed proper or necessary to enforce the payment of or security of the aforesaid rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. The undesignated grants Assignee full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the undesignated, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undesignated to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the foreclosure of the Mortgage or subordinated to the lien thereof. The undesignated hereby grants Assignee the full power and authority to make necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious to Assignee, in Assignee's discretion. The undesignated hereby grants Assignee the full power and authority to insure and reinsure the Premises for all risks, incidental to Assignee's possession, operation and management thereof and to receive all such aforesaid rents, issues and profits.

Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any lease, or rental agreements relating to the Premises, and the undesignated shall and does hereby agree to indemnify and hold Assignee harmless of and from all claims, loss or damages which Assignee may or might incur under any such leases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against Assignee or Assignee's agents or attorneys, and all liability, loss or damages which Assignee may or might incur under any such leases or agreements or contained in said leases or agreements or in the demise of any claims or demands arising prior to Assignee taking possession of the Premises. The undesignated hereby agrees to immediately reimburse Assignee upon demand for any amount due Assignee by reason of this paragraph, including costs, expenses and legal fees incurred by Assignee.

Assignee, in the exercise of the rights and powers conferred upon Assignee by this Assignment of Rents, shall have full power to use and apply the aforesaid rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

- (a) To the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Assignee and Assignee's agent or agents. If management is delegated to an agent or agents, it shall also include lease commission and other compensation and expenses of seeking and procuring tenants and entering into leases), to establish reserves for claims for damages, if any, and premiums on insurance hereinabove authorized;
 - (b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
 - (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Premises, including the cost from time to time of installing, replacing, refrigeration, gas or electric appliances therein, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable;
 - (d) To the payment of any Liabilities (first to interest and then to principal).
- The undesignated does further specifically authorize and instruct each and every tenant and future leasee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to so pay the same.

"Liabilities" means all obligations of the undesignated to Assignee for payment of any and all amounts due under the aforesaid Mortgage, the Note secured by the aforesaid Mortgage and of any indebtedness, or contractual duty of overdraft and nature of the undesignated or any guarantor of the aforesaid Note to Assignee, however created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through account, overdraft, purchase, direct loan or as collateral, or otherwise. Liabilities also includes all costs of collection, legal expenses and attorney's fees incurred or paid by Assignee in attempting the collection or enforcement of the aforesaid Note, any guaranty of the aforesaid Note, or any other indebtedness of the undesignated or any guarantor of the aforesaid Note. Liabilities include all of the indebtedness or contractual duties of partnerships to Assignee created or arising while the undesignated or any guarantor of the aforesaid Note to Assignee or in the reorganization, custody, sale, lease, assembly or other disposition of any collateral for the aforesaid Note. Liabilities include all of the indebtedness or contractual duties of partnerships to Assignee created or arising while the undesignated or any guarantor of the aforesaid Note may have been or may be a member of those partnerships.

If the undesignated and Assignee agree that the provisions set forth in the Assignment herein shall be deemed as a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the above described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted therein. Whenever the word "undesignated" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns of the undesignated, and any party or parties holding title to the Premises by, through or under the undesignated. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to Assignee's successors and assigns, including all holders, from time to time, of the aforesaid Note.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the above described Mortgage shall operate to derogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all of the Liabilities and all bills incurred by virtue of the aforesaid instrument have been fully paid out of the rents, issues and profits of the Premises, or by the undesignated, or until such time as this instrument may be voluntarily released by Assignee. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the Liabilities are fully satisfied before the expiration of any applicable period of redemption.

In the event the Assignment of Rents is executed by a corporate land trustee, then this Assignment of Rents is executed by the undesignated, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee, and insofar as said trustee is concerned, it is payable only out of the trust estate which is securing the payment hereof and through enforcement of the provisions of any other collateral of, guaranty of, or mortgage, time securing payment hereof; no personal liability shall be asserted or be enforceable against the undesignated, as trustee, because of its assignment of Rents or its making, issue or transfer thereof; all such personal liability of said trustee, if any, being expressly waived in any manner.

UNOFFICIAL COPY

This Assignment of Rents has been made, executed and delivered to Assignee in Roselle, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Assignment of Rents shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment of Rents are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment of Rents.

In witness whereof, the undersigned has caused this Assignment of Rents to be signed on the 15th day of August, 1989.

A _____ Corporation
By _____
Its: _____
ATTEST: _____
Its: _____

HARRIS BANK ROSELLE
As Trustee Under A Trust Agreement Dated
March 10, 1988, and known as
Trust No. 12754 AND NOT PERSONALLY
By Russell C. Shockey
Its: V. Pres
By William M. Busch
Its: Asst Secy

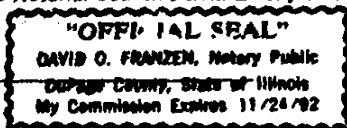
Property of COOPER'S CLERK'S OFFICE

STATE OF ILLINOIS

COUNTY OF DuPage

I, the undersigned, Russell C. Shockey, Vice President of Harris Bank Roselle, a corporation, and William M. Busch, Asst. Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Asst. 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 acts, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, affixed the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 12 day of August, 1989.



My Commission Expires:

David O. Franzen
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ and _____, personally known to me to be the same persons whose names are as _____ and _____, respectively, of _____ a _____ corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered 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.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19 _____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ILLINOIS

COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged to me that _____ he signed and delivered said instrument as his/her own free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 19 _____.

NOTARY PUBLIC

My Commission Expires: _____

DELETE IF ASSIGNMENT OF RENTS IS NOT EXECUTED BY A LAND TRUST
DELETE IF ASSIGNMENT OF RENTS IS NOT EXECUTED BY A CORPORATION
DELETE IF ASSIGNMENT OF RENTS IS NOT EXECUTED BY INDIVIDUALS

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