1990 SEP - 6 PH 12-05 90433

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September 4, 1990 Chicago, Illinois

ASSIGNMENT OF RENTS

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This Assignment of Rents made this 4th day of September, 1990, by and between MARQUETTE NATIONAL BANK, as Trustee under Trust Agreement dated January 27, 1970, and known as Trust No. 4863, and BEVERLY BANK, an Illinois banking corporation.

WHEREAS the Undersigned has executed a Mortgage (hereinafter referred to as "Mortgage") of even date herewith to Mortgagee, conveying the real estate legally described as:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

and given to secure a Note of the Undersigned in the principal sum of ONE HUNDRED THIRTY THOUSAND AND NO/100ths (\$130,000.00) DOLLARS and BEVERLY BANK (hereinafter called the "Mortgagee"), is the legal Owner and Holder of the Note and Mortgage; and

WHEREAS, the Undersigned is desirous of further securing the Mortgage and the indebtedness now due and to become the to the Mortgagee secured by the Mortgage or otherwise.

PREPARED BY: 4 MW W COAKLEY & SMITH, #12661 JOSEPH A. COAKLEY 9400 S. Cicero Avenue, Suite 304 Oak Lawn, IL 60453

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September 4, 1990 Chicago, Illinois

ACCUANCE OF RENEW.

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This Assit mean of Month made whis 4th day of September, 1990, by the recover McTepter MATIONAL BANE, as troubed under Trust by the Action of a contract in the Section of Secure 12 trust No. 1891, and 1972, in the Section comparation.

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PREPARED BY: - A SO / / O CORMLEY & SMITH, #13083 JOSEPH A, COARLEY 9400 & Coarro Avento, Saites for Oak Lawn, IL 80455

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NOW THEREFORE, the Undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Mortgagee, consideration of the sum of TEN AND NO/100ths (\$10.00) DOLLARS and other good and valuable consideration, to the Undersigned in hand paid, the receipt whereof is hereby acknowledged, does hereby soil, assign and transfer unto the Mortgagee all the rents, issues and profits now due and which may hereafter become due under or by wirtue of any Lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises above described 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 the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said Leases and agreements, and all the avails thereof, to the Mortgagee, and the Undersigned does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and 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 exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the said

How THEREFORE, the Undersigned, for and in consideration of these presents and row motival surcements herein contained and as currhed acce contribut security to the Mortgagee, and consideration of the our of Tam Add 80/100ths (\$10.00) DOLLARS and other test and extraple case densition to the Understand in aand gaid, the recept weeter to bereby acknowledged, end lie sepapition end como delvisor des apares. Ties queren rentr, isruck and groffer nor dae and which may sore Ler become due ander et e la labe et escriptiones, whether skirten or varbal, or earl letters, me or are equerement for the use or occupancy wan doing linewatt for gryme to bestron to the to the term and do no of becape no some act, when or con to restell at a say recowhich tray by a second of the first harding and an the powers na daildadae ed yderen meideere par parei el lessaup rigtel absolute transfer and the to instruction has not mare endiaside wit the roof, to the Mortgagee, and the agreent investment, the Mortgagee its truck and issues afterness to its race and attack fulth or without taking pasess .un of the attrackid premises), to rent; lease or ist all of a parties as a promises to any party or parties at the discretion as the form of the discretion as it may determine, and its content to the distance rents, issues and profite within from or arm may at any time hereafter, and all now due, or the man seresited exict on said premises, with the same sights on a powerd and marriage as the same immunities, exoneration of this sity and regide of recourse and indomnity as the Mortgagee well have upon taking possession of the said

premises pursuant to the provisions hereinafter set forth.

The Undersigned represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above-described premises for more than one (1) installment in advance and that the payment of none of the rents to accrue for any portion of said premises has 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 above-described premises.

NOTHING HEREIN CONTAINED shall be construed as constituting the Mortgagee a "mortgagee-in-possession" in the absence of the taking of actual possession of the said premises by the Mortgagee pursuant to the provisions neceinafter contained. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Undersigned.

The Undersigned further agrees to assign and transfer to the Mortgagee all future Leases upon all or any part of the above-described premises and to execute and deliver, immediately upon the request of the Mortgagee, all such further assurances and assignment in the premises as the Mortgagee shall from time to time require.

ALTHOUGH IT IS the intention of the Parties that this ASSIGNMENT OF RENTS shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise

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premises putsuant to the provisions harsinafter set forth.

The Undersigned represents and agrees that no rent has been or will be pain by any jerson in possession of any portion of the above-described prosesses for more than one (i) restainment in advance one (ii) restainment in advance one (ii) restainment in advance one (ii) restainment in any profits of the payment of the concrete be average for any profits of the concrete of the Undersiand discharged or compression by the Undersiand waiver any right of some concrete of the undersiand of any pathon of the above constraint of the payment of the constraint of the above constraint.

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any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note secured by the above-described Mortgage or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing said Note or the debt secured or evidenced thereby or by any extension thereof and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instruments herein mentioned.

IN ANY CASE in which, under the provisions of the abovedescribed Mortgage, the Nortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceeding to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the Mortgagee, the Undersigned agrees to surrender to the Mortgagee and the Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgages in its discretion may enter upon and take and maintain possession of all or any part of said premises, together with all the documents, books, records, papers and accounts or the Undersigned or then owner of the premises relating thereto, and may exclude the Undersigned, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the Mortgagor, or in its own name as Mortgagee and under the powers herein granted, hold, operate,

any of the eights and powers conferred upon it herein until and universe a defector while power in the payment of interest or principal does universe who water cooperated by the above-described formation with the entertained of operations of any of the conditions as a conferred with the contribution of the contribution and the contribution of the contribution

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manage and control the premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting 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 Undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacement, alterations, additions, betterments and improvements to the above-described premises that may seem judicious, in its discretion, insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof (and to receive all such avails, rents, issues and profits).

THE MORTGAGEE SHALL NOT be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to said premises, and the Undersigned shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which

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manage and covered one premises and conduct the business, if any, thereoff of nor is managing or by the adents, with full power to use similar recomment, in the or organization as in its discretion or in the distrect will be remeasing as assigns may be decread proper nalisva oda la valmosa de desepta ele pertue el esexposa do and same to produce in the compact of the section o the company of the factions in the detailer and actions in of wires we have moved assistance provide the contract answed bus separations as the entire to a second of the entire terms. norman aranga si nan eni nu lug caranges besentes adibout novice to the badesisted to focuse of tower file five beautions and and bluow daidw bawaap yan ar to seeso her will entill a ra naced with the maillean and speed of the same of the deep to deep the dragilian any iease of Jubicis, who saveres is the the aformaid Mortgage or and note of as the calledge is to adde all necessary or proper . sivils, suplacesent, alterations, and imployments to the above-described promines ret en tres judicleur, in its discretion, insure and For all rises invidental to Mortgagee's possossica, eparation and management thereof (and to receive all . (adilor: bwe capre transfer talence dama

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it may or might incur under any leases 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 it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Mortgagee incur any such liability, loss or damage, under said Leases or under or by reason of the assignment chereof, or in the defense of any claims or demands the Undersigned agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses and reasonable attorneys' fees, immediately upon demand.

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

- (a) to the payment of the operating expenses of said property, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring Tenants and entering into Leases), establish claim for damages, if any, and premiums or insurance hereinabove authorized;
- (b) to the payment of taxes and special assessments now due or which may hereafter become due on said premises;
 - (c) to the payment of all repairs, decorating, renewals,

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- the co-the previous of taxes and special assessments now due or which and berest to the conserve due on said promises;
- (c) we the correct of all regains, decorating, renewals,

replacements, alterations, additions, or betterments, and improvements of said premises, including the cost from time to time of placing said property in such condition as will, in the judgement of the Mortgagee, make it readily rentable;

(d) to the payment of any indebtedness secured by the described Mortgage or any deficiency which may result from any foreclosure sale.

The Undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the above-described premises to pay all unpaid rental agreed upon in any tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

IT IS UNDERSTOOD AND AGREED that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to the Mortgagee, 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 therein granted.

WHENEVER THE WORD "Undersigned" is mentioned horsin, it is hereby understood that the same includes and shall or binding upon Successors and Assigns of the Undersigned, and any Party or Parties holding Title to the above-described premises by, through or under the Undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the above-described Note.

IT IS EXPRESSLY UNDERSTOOD that no judgment or decree, which

replacements, elterations, additions, or betterments, and improvements of said premises, including the cost from time to time of placing usid rangesty in such condition as will, in the judgement of the Partyngar, care a readily rentable;

(d) to the payment of any indubtedness secured by the decembed here year to any decidency which may result from any forcestorues water.

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may be entered on any debt secured or intended to be secured by the above-described Mortgage, shall operate to abrogate 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 indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues, and profits of the property, or by the Undersigned, or until such time as this Instrument may be voluntarily released. 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 indebtedness secured by the above-described Mortgage is fully satisfied before the expiration of any period of redemption.

This assignment of rents is executed by said Undersigned 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 the Undersigned hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said Undersigned, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained,

may be correct on any each recurred or intended to be secured by the above described Wortgage, shall operate to abrogate or lausen the client of this energiable tot that the same abail continue in fals some and attent until the pagment and discharge of any ard with sed transport account by said Mortgage, in whatever form the said thin edgess may be and ustil the indobtedness secured by said Purchase their name onen paid in full and all bills nesd event recreases missed prevention of the easter of the current to typesquee the cold to markets and constitute of the property, or ow the finding every on red out the we take andropent may be William night a second of the following the following the first of the first second of the full Control of Controls of the control was and the control of the cont econocities, the relain and after arie, until the jesuance of a Dated burnered to a regularity decree, unless indebtedness accured by the above-destributed to toping is fully entistied before the expression of ear teatest of redemptions

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all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Undersigned, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

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MARQUETTE NATIONAL BANK, as Trustee under Trust Agreement dated January 27, 1970, and known as Trust No. 4863,

BY: Cynthia H. Sypet

ITS: Trust Officer

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ATTEST

Assistant Secretary

all such liability, it day, being expressly waived by the
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STATE OF ILLINOIS)
COUNTY OF COOK)
I, Lorraine A. Schroeder , Notary Public, in and
for said County, in the State aforesaid, DO HEREBY CERTIFY that
Cynthia A. Topps , Trust Officer of MARQUETTE
NATIONAL BANK andJeanne J. Prendergast , Assistant
Secretary Trust ANAMOR of said Trust 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 Trust
Secretary **CRRITER** 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 Trust Company as Trustee as aforesaid for the uses
and purposes therein set forth; and the said Assistant Trust Secretary
Westiner then and there acknowledged thatJeanne J. Prendergast,
as custodian of the corporate seal of said Trust Company did
affix the corporate seal of said Trust Company to said instrument
as Assistant Trust Secretary own free and voluntary act and
as the free and voluntary act of said Trust Company 25 Trustee as
aforesaid, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this 31st and day
of <u>August</u> , 1990.
Karaina Jehroulu
NOTARY PUBLIC
My commission expires: {
My Communication Inc. 2/16/94

STATE OF TIBENOES) SU.

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THE PROPERTY

SCHEDULE "A"

PARCEL 1:

THE NORTHEASTERLY HALF OF LOT 26 IN THOMAS STINSON'S SUBDIVISION OF BLOCKS 1, 2 AND 10 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID NORTHEASTERLY HALF OF SAID LOT 26 OTHERWISE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH CORNER OF SAID LOT; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID LOT, 25 FEET MORE OR LESS TO A POINT IN SAID NORTH/ESTERLY LINE EQUIDISTANT FROM THE NORTH AND WEST CORNER OF SAID LOT; THENCE SOUTHEASTERLY PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT, 150 FET MORE OR LESS TO THE SOUTHEASTERLY LINE OF SAID LOT, THENCE NORTHEASTETLY ON THE SOUTHEASTERLY LINE OF SAID LOT, TO THE EAST CORNER OF SAID LOT THENCE NORTHWESTERLY ON THE NORTHEASTERLY LINE OF SAID LOT, TO THE POPT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

LOT 25 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2 AND 10 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, The Clar ILLINOIS.

P.T.N. #17-31-213-010 #17-31-213-011 #17-31-213-012

Commonly known as: 3155-57 S. Archer Ave., Chicago, In 60608

SCHEDIE "A"

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