

(8) To insure said premises and all risks incidental to the assignee's possession and operation thereof.

(7) To make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements to said premises as to said assignee may seem judicious.

(6) To sign the names of the mortgagors to all papers and documents in connection with the operation, management and control of said premises and the conduct of the business thereof.

(5) To use such measures, legal or equitable, as in its discretion may be deemed proper or reasonable, to enforce the payment of such rent, issues and profits or to secure or maintain possession of said premises or any portion thereof, including an action or actions for the recovery of rent, an action or actions in forcible detainer, and an action or actions in distraint for rent, and to cancel any leases or terminate any right of possession for any cause or on any ground which would entitle the mortgagors to cancel or terminate the same; it being the intention of the mortgagors to constitute said assignee landlord of said premises, for all intents and purposes, with all right which said mortgagors would have but for this assignment.

(4) To collect, sue for, receipt for, settle, compromise and give acquittances for all the rent, issues and profits hereby assigned.

(3) To issue the premises or all or any portion thereof to any party or parties, at such rental and upon such terms an said assignee shall in its discretion determine (including leases for terms expiring beyond the maturity of the indebtedness secured by said mortgage or beyond the expiration of the statutory period of redemption from any sale)

(2) To take possession of all documents, books, records, papers and accounts of the mortgagors or then owners of the premises relating thereto.

(1) To take possession of, operate, manage and control said premises and conduct the business thereof.

Mortgagors hereby grant to assignee the exclusive right to exercise, and to hereby irrevocably appoint the assignee the true and lawful attorney of the mortgagors to exercise, any and all of the following rights and powers:

express authority of the assignee in each instance. consent to a reduction of the amount of rent reserved hereunder, or in any way impair the security hereof without the cancellation or surrender of any lease or permit any party to be relieved of liability for the payment of rent or deliver executed copies of, all existing or future leases to the assignee. The mortgagors shall not consent to the premises or any part thereof hereafter made from time to time, and shall upon demand assign all interest in, and hereafter made. Mortgagors shall upon request furnish to the assignee information concerning all leases of the over unto the assignee all their right, title and interest in and to all such leases and agreements now in force or made or entered into by said assignee under the power hereby granted. Mortgagors further sell, assign, transfer and set any person claiming by, through or under them, or which shall hereafter be made or entered into by said mortgagors, or their predecessors in title or said premises or any part thereof, hereafter made or entered into by the mortgagors, or their predecessors in title or of any lease, whether written or verbal, or by virtue of any agreement for the letting of, or the use or occupancy of, lease and profits of and arising from the premises, now due or which may hereafter become due under and by virtue of any lease, transfer and set over unto THE FIRST CHICAGO BANK OR ST. CHARLES NATIONAL BANK, (hereinafter called "assignee"), all the rents, performance by the mortgagors of their covenants and agreements herein contained, and in further consideration of the sum of One Dollar to the mortgagors in hand paid, receipt of which is hereby acknowledged, the mortgagors do hereby sell, assign, transfer and set over unto THE FIRST CHICAGO BANK OR ST. CHARLES NATIONAL BANK, (hereinafter called "assignee"), all the rents, NOW, THEREFORE, in consideration of the disbursement to the mortgagors of the proceeds of the loan secured by said trust deed and for the purpose of further securing the payment of indebtedness secured thereby, and the

TAX ID #: 17-30-128-031
2827 N. MONTCLARE, CHICAGO, IL 60634
Paid By

COOK COUNTY, ILLINOIS
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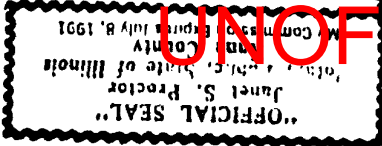
THE SOUTH 33 FEET 6 INCHES OF LOT 64 IN JOHN J. RUTHERFORD'S THIRD ADDITION, TO MONT CLARE, BEING A SUBDIVISION IN THE WEST HALF OF THE NORTH QUARTER OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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60560440

72.82.019 Z

2002



Notary Public
Janet S. Proctor

ST Charles, IL
 520 Dunham Road
 1st City Bank St Charles
 Mail To

My commission expires JULY 8, 1991
 GIVEN under my hand and Notarial Seal 16TH day of NOVEMBER A.D. 1990

signed, sealed and delivered the said instrument as
 foregoing instrument, appeared before me this day in person and acknowledged that
 who are personally known to me to be the same persons whose names ARE subscribed to the
 free and voluntary act, THEIR ARE THEY

THE UNDERSIGNED
 HIS WIFE
 JOSEPH J. LEZON AND BERNICE A. LEZON,
 a Notary Public in and for said County,

STATE OF ILLINOIS }
 COUNTY OF KANE } SS.
 JOSEPH J. LEZON (SEAL)
 BERNICE A. LEZON (SEAL)

IN WITNESS WHEREOF, the mortgagors have hereunto affixed their hands and seals, the day and year first
 above written.

The words "mortgagors" and "assignee" shall be deemed to include the respective heirs, legal representatives,
 successors and assigns of the parties, and said words and any and all personal pronouns shall be taken to include
 singular and plural nouns or pronouns and masculine and feminine and neuter gender, as may fit the case.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly
 understood and agreed, anything herein contained to the contrary notwithstanding, that the assignee shall not exer-
 cise any of the rights or powers herein conferred upon it until a default shall exist under the terms and provisions
 of said mortgage.

This assignment is to remain in full force and effect and to be binding upon the heirs, legal representatives,
 successors and assigns of the mortgagors until the indebtedness secured by said mortgage shall be fully paid and
 said mortgage released, and until all bills, liens, obligations and expenses incurred by the assignee by virtue of the authority
 herein conferred shall have been fully paid, or until such time as this instrument may be voluntarily released by the
 assignee or its successors or assigns.

No remedy or right herein conferred upon or reserved to the assignee is intended to be to the exclusion of any
 other remedy or right of such assignee or of the trustee under said mortgage, or holders of the note secured thereby,
 but such and every remedy or right shall be cumulative and shall be in addition to every other remedy or right
 given hereunder, or given in any mortgage or the note secured thereby, relating to the indebtedness secured thereby
 and now or hereafter existing, in law or in equity.

The rights and powers of the assignee hereunder may be assigned by instrument in writing to any holder or
 holders of the note or notes secured by said mortgage and may be by such holder or holder successively assigned,
 and such assignee and any successive assignees are hereby given the same rights and powers as the assignee named
 herein to the same extent as though in each instance specifically named.

Neither the execution and delivery hereof, nor the exercise by the assignee of any of the rights and powers
 herein granted, shall relieve the mortgagors from the performance of any of the obligations, covenants or agree-
 ments to be performed by said mortgagors, their successors and assigns, contained in said mortgage or in any lease-
 or leases of said premises or any part thereof, nor shall said mortgagors be relieved from any liability for damages
 on account of injuries sustained by any person or persons on, in or about said premises, for which said mortgagors
 would be liable but for this assignment. Said mortgagors further understand and agree that the assignee is acting
 solely as the agent of said mortgagors in whatever said assignee may do in connection with the premises, and said
 assignee assumes no liability in any other capacity.

Assignee shall, after deducting the expenses of operating said real estate and of maintenance, repairs, renewal,
 replacements, alterations, betterments and improvements, and after the payment of all insurance premiums and the
 payment of just and reasonable compensation for the services of the assignee, and its attorneys, agents, clerks,
 servants and others employed by it for services rendered in connection with the operation management and control
 of said premises and conduct of the business thereof, and after setting aside reasonable reserves, in an amount to
 be determined in the sole discretion of the assignee, for any and all of the foregoing purposes, apply the residue,
 if any, of the monies arising (a) to the payment of or setting aside of reasonable reserves, in an amount to be
 determined in the sole discretion of the assignee, for the payment of taxes, special assessments, water rates and
 other governmental charges and impositions levied or to be levied upon said premises, (b) to the payment of or setting
 aside of reasonable reserves, in an amount to be determined in the sole discretion of the assignee, for the payment of
 interest and principal or other indebtedness secured by said mortgage, and (c) to the remedying of any default exist-
 ing under the mortgage, such application to be made upon said various items in the order said assignee may deter-
 mine. The amount remaining after payments have been made or reserves set aside, as above provided, shall be paid
 to the mortgagors.

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