

3179 North Clark Street, Chicago, Illinois 60657

BANK OF CHICAGO / GARFIELD RIDGE FORMERLY KNOWN AS KNOW ALL MEN BY THESE PRESENTS, that Garfield Ridge Trune And Savings, Bank, an Trune of Under Trune Agreement dated 03/01/86 and known as Trune #86-3-FIND NOT INCluded the

"Assignor"), in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto BELMONT NATIONAL BANK OF CHICAGO, 3179 North Clark Street, Chicago, Illinois 60657 (hereinafter called the "Assignee"), and their respective successors in office and assigns, all of the rents, issues and profits now due by virtue of any leases or sub-leases, whether written or verbal, or any letting or subletting or agreement for the use or occupancy of any part of the premises located upon the property described in the attached Exhibit "A" to which the Assignor is entitled. This assignment includes the rents, issues and profits now or hereafter due by virtue of the said leases or sub-leases, if any,

| <u>June 25</u> , 19 <u>91</u> in the sum of | ONE HONDRED FIFTY | מאא מאאפטטווו | N()/ 100===== |
|--|----------------------------------|-----------------------|-------------------------|
| | • | | |
| Dollars | (\$ 150,000,00), with | interest as stipulate | d therein, executed and |
| delivered by the spld Assignor to the Assignee | , and as additional security for | the full and faithful | performance by the said |
| Assignor of all or the terms and conditions of | | | |
| June 25 | uted and delivered by the Ass | ignor to the Assigne | a to secure the payment |
| of the principal note (overing the premises de | escribed in Exhibit "A". | | |

This agreement is made as additional security for the payment by the Assignor of the principal note dated.

Assignor agrees that this Assignment shall cover all future leases, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of said premises.

Assignor further agrees that it will not assign the rent or any part of the rent of said premises, or cancel or amend any lease now in existence or hereafter made, or collect rents therounder for a period further in advance than thirty (30) days without the written consent of the Assignee, or do any other net whereby the lien of the aforesaid mortgage may, in the opinion of the Assignee, be impaired in value or quality.

Assignor further agrees that this assignment shall remain in full force and effect so long as the principal note remains unpaid and that this Assignment may be enforced by the Assignee, its successors and assigns, or the holder of said note.

It is the intention of the Assignor to create a present assignment of all the rents, issues and profits now due or which may hereafter become due, under or by virtue of any 12, 22, whether written or verbal, or any letting of, or agreement for the use or occupancy of any part of the premises described in Exhibit "A", but in as much as this assignment is made as additional security for the payment of the principal note herein above set forth, it is agreed that the Assignee's rights to collect said rentals shall be conditioned upon the existence of default in the payment of said principal note according to its terms or in the performance of the terms and conditions of the mortgage or trust deed and security agreement in the nature of a chattel mortgage executed and delivered by the Assi, nor to secure the payment of said principal note.

In the event of any such default referred to in the preceding paragraph hereof, Assignor does hereby authorize and empower the Assignee, its successors and assigns, or the holder of the p incipal note:

- (a) To collect all of the rents, issues and profits now due or which may hereafter become due, or by virtue of any lease, whether written or verbal, or any letting of, or agreement for the vise or occupancy of any part of said premises and to take such action, legal or equitable, as may be deemed necessary to enforce payment of such rents, issues and profits;
- To use and possess furniture, furnishings, equipment, names, signs, books, records and files, and all other personal property used in the operation of Assignor's business;
- To operate the property and business of Assignor and pay all costs of operation, including costs not met from income collections obtained from such operations, and to make such other disbursements are may be reasonably necessary, in the opinion of the Assignee, to properly operate said property; and any and all such sugas in money advanced for such purposes, or any of them, shall be deemed as additional principal sums secured by the mortange or trust deed above described. Nothing herein contained, however, shall be construed as requiring Assignee to a wance or expend money for any of the purposes aforesaid;
 - To execute new leases or modify existing leases. (d)

In the event Assignce does take possession of the premises in question pursuant to the provisions of the Assignment, Assignce shall not, under any circumstances, be liable for the failure to collect rents.

Any amounts received or collected by Assignee, its successors or assigns by virtue of this Agreement shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of the holder of the principal note:

- To the payment of all necessary expenses for the operation, protection and preservation of said premises, including the usual and customary fees for management services;
- To the payment of taxes and assessments levied and assessed against the property described herein as said taxes and assessments become due and payable;
 - To the payment of premiums due and payable on policies insuring said premises; 3.

DEPT-01 RECORDINGS

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COOK COUNTY RECORDER

- 4? . To the payment of insultness or principal and interest on the principal note as they become due and payable and to the payment or any other amounts which may become due and payable pursuant to the terms of said mortgage or trust deed; and
 - 5. The balance remaining after payment of the above shall be paid to the then owner of record of said premises.

| IN WITNESS WHEREOF, this Assignment of Rents BA 25ch day of June , 19 91 | has been executed and delivere NK OF CHICACO / CARFIELD A CARFIELD | d by the Assignor this LD AND DOE, FORMERING KNOWN |
|---|--|---|
| TRUSTEE'S SIGNATORY AND EXONERATION P BANK OF CHICAGO / GARFIELD RIDGE STAT MADE A PART HEREUF. | | |
| STATE OF ILLINOIS SSS. | • • | |
| 1, | | · |
| | and | • |
| who are personally known to me to be the same persons ppeared before me this day in person and acknowledge that ree and voluntary act, for the uses and purposes therein se | they signed, scaled and delivered | to the forgoing Instrument, d the said Instrument as their |
| Given, under my hand and Notarial Scal this | day of | , A.D. 19 |
| | | |

UNIT 3-13 AS SHOWN AND IDENTIFIED ON THE SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HERZINAFTER REFERRED TO AS "PARCEL"):

LEGAL DESCRIPTION

BLOCK 2, ALSO THAT PART OF VACATED WEST MORSL AVENUE, LYING EAST OF THE EAST LINE OF NORTH KEDZIE AVENUE AND WEST OF THE EAST LINE OF VACATED NORTH ALBANY AVENUE; ALSO THAT PART OF VACATED NORTH ALBANY AVENUE, LYING NORTH OF, THE NORTH LINE OF WEST PRATT AVENUE AND SOUTH OF THE SOUTH LINE OF VACATED WEST MORSE AVENUE; ALL IN COLLEGE GREEN SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP BY WINSTON-GARDENS, INC., RECORDED IN THE OFFICE OF RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 19 832 456, TOGETHER WITH AN UNDIVIDED INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE UNITS THEREOF, AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY).

1.45

Common Address: 6833 N. Kedzie (Unit 3-13), Chicago, IL.

PIN #10-36-120-003-1039

RE: Sapoznick

Prepared By:

Larry Slonina, Senior Vice President 3179 N. Clark St., Chicago, IL. 60657

Mail To:

BELMONT NATIONAL BANK of Chicago

3179 North Clark Street

Chicago, IL 60657-4485

BNB-93X Rev 4/90

THIS RIDER IS ATTACHED TO AND MADE PART OF THE ASSICNMENT OF RENTS DATED JUNE 25, 1991 IN THE AMOUNT OF SILVED DOOD FOR BE MON THAT DOAD BANK OF CHILACO. RE: BANK OF CHICAGO / CARFIELD RIDGE U/E/A DATED 3/1/86 aZk/a5TURST #86-3-1

This Document is signed by BANK OF CHICAGO / GARFIELD RIDGE, not individually but solely as Trustee under Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon BANK OF CHICAGO / GARFIELD RIDGE personally, or as Trustee, to sequester any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of BANK OF CHICAGO / GARFIELD RIDGE is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indomnities and representations of each and every kind are those of the Trustee's beneficiaries only, and shall not in any way be considered the responsibility and liability of BANK OF CHICAGO/ GARFIELD RIDGE. This Trustee's occulpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by BANK OF CHICAGO / GARFIELD RIDGE as trustoo.

> BANK OF CHICAGO / GARFIELD RIDGE, AS TRUSTEE UNDER TRUST NO. 86-3-1 AND NOT INDIVIDUALLY

Janemari I waran

Lend Trust Officer

Assistant Vice President

91:50551

STATE OF ILLINOIS)

) \$5:

COUNTY OF COOK

Sound Clarks I, the undersigned, a Notary Public in and for the County and State eforesaid. DO HEREBY CERTIFY that the above named officers of BANK OF CHICAGO / SARFIELD RIDGE, a Corporation, personally known to me to be the same persons where names are subscribed to the foregoing instrument as such title as designated above. appeared before me this day in person and acknowledged that they signed and dolivored the anid 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 said attesting officer, as custodian of the corporate soal of said Corporation pursuant to authority given by the Board of Directors of said Corporation, did affix said corporate seal to the said instrument as his/her 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 Scal this 27th day of June , 1991.

OFFICIAL SEAL TRACY ANN ZOOK NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 5/5/93

UNOFFICIAL COPY

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