

When recorded, return to:
FIRST AMERICAN HOLDINGS
2800 N. CENTRAL AVENUE, SUITE 300
PHOENIX, AZ 85004

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ALL-INCLUSIVE DEED OF TRUST AND ASSIGNMENT OF RENTS

DATE: September 30, 1991

91602640

TRUSTOR: Glen Oak Cemetery Company, an Illinois corporation whose mailing address is 4301 W. Roosevelt Road, Hillside, Illinois 60162

BENEFICIARY: First American Holdings Corporation, an Arizona corporation whose mailing address is 2800 N. Central Avenue, Suite 300, Phoenix, Arizona 85004

TRUSTEE: Robert J. Traica, Esq., SMITH & FEOLA, P.C., 2800 N. Central, Suite 1400, Phoenix, Arizona 85004

Property in Cook County, State of Illinois, described as:

See Legal Description Attached Hereto and Made a Part Hereof as Schedule "A"

Together with all buildings, improvements and fixtures thereon.

THIS ALL-INCLUSIVE DEED OF TRUST, MADE ON THE ABOVE DATE BETWEEN THE TRUSTOR, TRUSTEE AND BENEFICIARY ABOVE NAMED,

W I T N E S S E T H

THAT Trustor irrevocably grants, conveys, transfers and assigns to Trustee in Trust, with Power of Sale, the above described real property together with all leases, rents, issues, profits or income thereof, (all of which are hereafter called "property income"); SUBJECT, HOWEVER to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; AND SUBJECT TO: Current taxes, assessments, reservations in patents and all easements, rights of way, covenants, conditions and restrictions, liens and encumbrances as may appear of record.

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FOR THE PURPOSE OF SECURING:

A. Performance of each agreement of Trustor herein contained.

B. Payment of the indebtedness evidenced by that certain Real Estate Lien Note of even date herewith, and any extension or renewal thereof, in the principal sum of Two Million

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Seven Hundred Thousand Dollars (\$2,700,000.00), executed by Trustor in favor of Beneficiary, or order.

C. Payment of any and all additional sums and interest thereon which may hereafter be loaned by Beneficiary to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

UNDERLYING OBLIGATIONS

The sum due under the Real Estate Lien Note (the "Note") secured by this All-Inclusive Deed of Trust includes within the unpaid balance that certain Secured Installment Note dated as of June 29, 1988 having First Illinois Bank of LaGrange as holder and having as its maker the following entities, jointly and severally: (i) Lain and Sons, Inc., (ii) Glen Oak Cemetery Company, (iii) Oakridge Cemetery (Hillside), Inc., and (iv) LaSalle National Bank, as Trustee under Agreement dated February 1, 1969 known as Trust No. 38160, and not personally.

(The above encumbrance is hereafter called the "Underlying Note").

TO PROTECT THE SECURITY OF THIS ALL-INCLUSIVE DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereof; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law or in violation of the provisions contained in the Underlying Notes; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary, fire insurance satisfactory to and loss payable to Beneficiary and the Underlying Note Holders in an amount not less than the unpaid principal balance due on the All-Inclusive Note secured hereby. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine,

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however in such event, any amounts collected that are in excess of the balance due hereunder at the time of such payments shall be paid to the Trustor or his assigns; OR at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor with the consent of the Underlying Note Holders. Such application or release shall not cure or waive any default hereunder nor cause discontinuance of any action that may have been or may hereafter be taken by Beneficiary or Trustee because of such default.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, Underlying Note Holders or Trustee, and to pay all costs and expenses thereof including the cost of evidence of title and attorneys' fees, in a reasonable sum, in any such action or proceeding in which Beneficiary, Underlying Note Holders or Trustee may appear or be named, and in any suit brought by Beneficiary or Trustee to foreclose this All-Inclusive Deed of Trust.

4. To pay at least ten days before delinquent, any and all taxes and assessments affecting said property; subject to the mutual agreements of the parties as set forth below, to pay when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; and all costs, fees and expenses of this Trust including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any DEED OF PARTIAL RELEASE and PARTIAL RECONVEYANCE or DEED OF RELEASE and FULL RECONVEYANCE and all lawful charges, costs and expenses in the event of foreclosure hereunder or reinstatement of this All-Inclusive Deed of Trust following default hereunder or under the obligations secured hereby.

5. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do, and without notice or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof (Beneficiary or Trustee or the Underlying Note Holders being authorized to enter upon said property for such purposes); pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto, and in exercising any such powers, pay necessary expenses, employ counsel and pay the reasonable fees thereof. In such event, Trustor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the highest rate provided in the Promissory Notes secured by this All-Inclusive Deed of Trust. Any amounts so paid by Beneficiary, Trustee or Underlying Note Holders shall become a part of the debt secured by this All-

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Inclusive Deed of Trust and a lien on the property which is the subject hereof and, if not timely repaid by Trustor, THE ENTIRE DEBT SECURED HEREBY SHALL BE ACCELERATED AND SHALL BECOME IMMEDIATELY DUE AND PAYABLE AT THE OPTION OF THE BENEFICIARY UPON DEMAND TO TRUSTOR.

IT IS MUTUALLY AGREED:

6. That any award of damages in connection with any condemnation, or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary and Underlying Note Holders as further security for all obligations secured hereby (reserving unto the Trustor however, the right to sue therefor and the ownership thereof, subject to this All-Inclusive Deed of Trust) and upon receipt of such moneys, Beneficiary and Underlying Note Holders may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7. That time is of the essence of this All-Inclusive Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said Note for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereof, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, and upon payment of its fees, the Trustee may: (a) without covenant or warranty, release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said Note to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of

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the truthfulness thereof. The grantees in such reconveyance may be described as "the person or persons legally entitled thereto."

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary and those Underlying Note Holders that have the same right under the terms of the security documents securing said Underlying Notes, the right, power and authority, during the continuance of this Trust, to collect the property income as it becomes due and payable, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby, or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default, Beneficiary or any Underlying Note Holder entitled to do so may at any time, without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, or the solvency of the Trustor, enter upon and take possession of said property or any part thereof, and in his own name sue for or otherwise collect such property income, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, or in the event such right is exercised by any Underlying Note Holder and such sums are applied to the Underlying Notes a like amount shall be credited on the indebtedness secured hereby, and in such order as Beneficiary or the Underlying Note Holders may determine. The entering upon and taking possession of said property, the collection of such property income, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such note.

11. That upon any default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder which remains uncured after any applicable grace period, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this All-Inclusive Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note and all documents evidencing expenditures secured hereby. It is expressly provided for purposes hereof that it shall constitute a material breach and a default hereunder if any provision of the Underlying Note is in any manner altered or modified without the prior written consent of Beneficiary including, without limitation, (i) an increase in the face amount of any of the obligations secured by the documents securing performance of the Underlying Note, (ii) any extension, modification or renewal of the Underlying Note or (iii) any increase in the rate of interest payable pursuant to the Underlying Note.

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Trustee, or any substituted Trustee, shall record and give notice of trustee's sale in the manner required by law, and after lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale.

Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to the purchaser at such sale its Deed conveying the property so sold, but without any covenant or warranty expressed or implied. Any persons, including Trustor, Trustee, Beneficiary or any Underlying Note Holder may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including the cost of evidence of title in connection with sale and reasonable attorneys' fees, Trustee shall apply the proceeds of sale to payment of: (a) all sums then secured hereby and all other sums due under the terms hereof, with accrued interest, from which payment Trustee shall remit sufficient funds to obtain a release(s) of the security instruments securing the Underlying Notes from the property; and (b) the remainder, if any, to the person or persons legally entitled thereto, or as provided in A.R.S. 33-812. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder. The purchaser at the trustee's sale shall be entitled to immediate possession of the property against the Trustor and shall have a right to summary proceedings to obtain possession as provided under applicable law, together with costs and reasonable attorneys' fees.

As an alternative to foreclosure by trustee's sale, the Beneficiary may foreclose by judicial proceedings, and in such event, the election to declare the unpaid balance immediately due and payable may be made in the complaint. In such judicial proceedings, Beneficiary shall be entitled to reasonable attorneys' fees, costs of foreclosure reports and all sums advanced, with interest, as provided herein.

12. That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

13. That this All-Inclusive Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their

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heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder of the Notes secured hereby, whether or not named as Beneficiary herein. In this All-Inclusive Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural. Trustor and Beneficiary agree that the trust relationship created by this instrument is strictly limited to the creation and enforcement of a security interest in real property. Thus, all Trustee's duties, fiduciary or otherwise, are strictly limited to those imposed by this document and applicable law and no additional duties, burdens or responsibilities shall be placed on the Trustee.

14. That Trustee accepts this Trust when this All-Inclusive Deed of Trust, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceedings in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee. In the event Trustee is made a party in any legal or court proceeding as a result of litigation between Trustor and Beneficiary or between a third party and either or both of Trustor and/or Beneficiary, the attorneys' fees and costs of Trustee shall be paid by either Trustor or Beneficiary, whichever is the non-prevailing party.

15. The Trustor requests that a copy of any notice of trustee's sale hereunder be mailed to him at his address hereinbefore set forth. All notices required hereby shall be sent to the addresses indicated above unless such party shall have recorded a Request for Notice pursuant to A.R.S. 33-809(A) or such other statute as may be applicable in the county recorder's office of the county wherein the property encumbered hereby is located, indicating a different address.

16. Failure by Trustor to maintain the Underlying Notes, and the deed(s) of trust / mortgage(s) / agreement(s) for sale or any other document(s) securing same current and free from default in all respects (except for payments which Beneficiary is required to make by the terms hereof or the terms of the Note) shall be and constitute a default hereunder. Should there occur any default under the Underlying Notes or any of the documents securing same, other than failure to make a payment which Beneficiary is required by the terms hereof or of the Note to make, then Beneficiary shall have the right, but not the obligation to cure such default and all costs, fees and expenses incurred by Beneficiary in so doing shall be added to the indebtedness secured hereby, payable immediately upon demand and shall bear interest at the same rate as is provided for in the Note secured hereby or at the highest legal rate, whichever be the greater rate, until paid.

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17. Without the prior written consent of Beneficiary, Trustor will not consent or agree to or request any change, modification, amendment or extension of the Underlying Notes or any deed(s) of trust / mortgage(s) / agreement(s) for sale or other documents securing same, and violation of this covenant shall be a default hereunder.

18. By Beneficiary's acceptance of this All-Inclusive Deed of Trust, Beneficiary covenants and agrees that provided Trustor is not delinquent or in default under the terms of the Note secured hereby, Beneficiary shall pay all installments of principal and interest which shall hereafter become due pursuant to the provisions of the Underlying Notes as and when the same become due and payable. In the event Trustor shall be delinquent or in default under the terms of the Note secured hereby, Beneficiary shall not be obligated hereunder to make any payments required by the terms of the Underlying Notes until such delinquency or default is cured.

In the event Beneficiary fails to timely pay any installment of principal or interest on the Underlying Notes at a time when Trustor is not delinquent or in default under terms of the Note secured hereby, Trustor may, at Trustor's option, make such payments directly to the holder of such Underlying Notes, in which event Trustor shall be entitled to a credit against the next installment(s) of principal and interest due under the terms of the Note secured hereby equal to the amount so paid, and including without limitation any penalty, charges and expenses paid by Trustor to the holder of the Underlying Notes on account of Beneficiary's failure to make such payment.

The obligation of Beneficiary hereunder shall terminate upon the earlier of: (1) payment in full or release of the lien(s) on the property which secure the Underlying Notes; (2) foreclosure of the lien of this All-Inclusive Deed of Trust; (3) cancellation of the notes secured hereby and release and reconveyance of this All-Inclusive Deed of Trust.

Should Trustor be delinquent or in default under the terms of the Note secured hereby, and Beneficiary consequently incurs any penalties, charges or other expenses on account of the Underlying Notes during the period of such delinquency, or in the time necessary to satisfy the terms of the Underlying Notes by Beneficiary or his agent or assigns, the amount of such penalties, charges and expenses shall be immediately added to the principal amount of the Note secured hereby and shall be immediately payable by Trustor to Beneficiary.

If at any time the unpaid balance of the Notes secured hereby, accrued interest thereon, and all other sums due pursuant to the terms thereof and all sums advanced by

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Beneficiary pursuant to the terms of this All-Inclusive Deed of Trust, is equal or less than the unpaid principal balances of the Underlying Notes and accrued interest thereon, the Notes secured hereby, at the sole option of the Beneficiary, may be cancelled and said property shall be released and reconveyed from the lien of this Deed of Trust.

19. Trustor and Beneficiary agree that in the event the proceeds of any condemnation award or settlement in lieu thereof, or the proceeds of any casualty insurance covering destructible improvements located upon said property are applied by the holder of the Underlying Notes in reduction of the unpaid principal amounts thereof, the unpaid principal balance of the Note secured hereby shall be reduced by an equivalent amount and be deemed applied to the last sums due under the Note.

20. Beneficiary shall have the right at any time and from time to time, in its sole and absolute discretion, to prepay any or all of the indebtedness evidenced by the Underlying Notes. All premiums, penalties or other additional payments or special charges required in connection with Beneficiary's voluntary prepayment, together with all costs, expenses and attorneys' fees incurred in connection therewith, shall be paid by Beneficiary, provided, however, if Beneficiary makes such pre-payments after default by Trustor hereunder, or because of pre-payment by the Trustor hereunder, such premiums, penalties, costs and expenses shall be the responsibility of Trustor, and if paid by Beneficiary shall be deemed an advance under the Note secured hereby, and shall be payable immediately upon demand and shall bear interest at the highest rate as is provided for in the Note secured hereby or at the highest legal rate, whichever be the greater rate, until fully repaid.

21. In the event that any party to this instrument shall engage the services of an attorney to enforce the rights or obligations created hereunder, whether or not suit is brought, such party shall be entitled to recover their reasonable attorneys' fees and court costs, if any, from the other party.

22. This All-Inclusive Deed of Trust and Assignment of Rents shall be governed by and construed in accordance with the laws of the State of Arizona.

23. This Agreement shall be binding upon the parties hereto and each of their respective heirs, administrators, representatives, successors and assigns.

24. Beneficiary expressly agrees that there shall be released from the lien of this All-Inclusive Deed of Trust and Assignment of Rents, automatically and without recordation of any instrument, any lot, crypt or niche encumbered hereby with respect to which Trustor sells rights of interment, entombment or

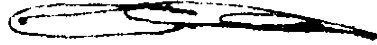
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inurnment in the ordinary course of the business of operating Glen Oak Cemetery.


25. Trustor hereby grants to Beneficiary a security interest in all of the furniture, fixtures, equipment, inventory and accounts receivable of Trustor for the purpose of further securing prompt performance of all obligations of Trustor under the Note.

SIGNATURE OF TRUSTOR

GLEN OAK CEMETERY COMPANY,
an Illinois corporation

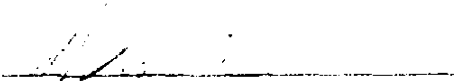


By: Michael Kuntze
PRESIDENT & ASST. SECRETARY

By: 
Director

ACCEPTED AND APPROVED BY BENEFICIARY:

FIRST AMERICAN HOLDINGS CORPORATION

By: 

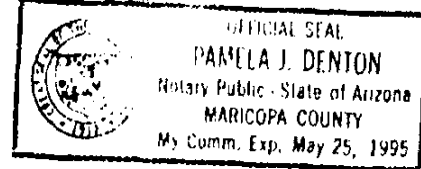
Its: 

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STATE OF Arizona)
County of Maricopa) ss.

[Signature], personally appearing before me, acknowledged before me that he executed the foregoing instrument on behalf of Glen Oak Cemetery Company, an Illinois corporation, that he is the duly elected and acting DIRECTOR AND ASST. SECRETARY of said corporation, that he signed the instrument on behalf of the Corporation by proper authority and that the instrument constitutes the free and voluntary act and deed of the Corporation for the purposes stated therein.

[Signature]
NOTARY PUBLIC

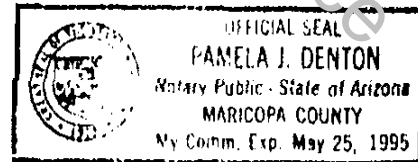


My Commission Expires:

STATE OF Arizona)
County of Maricopa) ss.

[Signature], personally appearing before me, acknowledged before me that he executed the foregoing instrument on behalf of Glen Oak Cemetery Company, an Illinois corporation, that he is the duly elected and acting [Signature] of said corporation, that he signed the instrument on behalf of the Corporation by proper authority and that the instrument constitutes the free and voluntary act and deed of the Corporation for the purposes stated therein.

[Signature]
NOTARY PUBLIC



My Commission Expires:

[Signature]

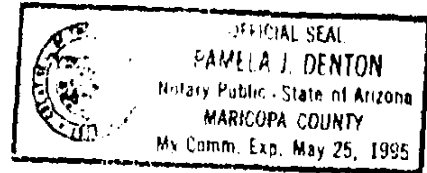
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STATE OF Arizona)
County of Maricopa) ss.

[Signature], personally appearing before me, acknowledged before me that he executed the foregoing instrument on behalf of First American Holdings Corporation, an Arizona corporation, that he is the duly elected and acting [Signature] of said corporation, that he signed the instrument on behalf of the Corporation by proper authority and that the instrument constitutes the free and voluntary act and deed of the Corporation for the purposes stated therein.

[Signature]
NOTARY PUBLIC

My Commission Expires:
[Signature]



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116

EXHIBIT "A"

Legal Description for property known as Glen Oak Cemetery, Cook County, Illinois.

The East 1/2 of the North East 1/4 of Section 20, Township 39 North, Range 12 East of the Third Principal Meridian known as Glen Oak Cemetery (except public highways and except that part in Department of Public Works and Building of State of Illinois) in Cook County, Illinois except the following:

PARCEL A:

That part of the East 1/2 of the North East 1/4 of Section 20, Township 39 North, Range 12 East of the Third Principal Meridian except that part falling within or taken for Roosevelt Road or Mannheim Road described as follows:

Commencing at a point on the West right of way line of Mannheim Road 50 feet West of the East line of the North East 1/4 339.47 feet South of the North line of the North East 1/4: Thence North and parallel with the East line of the North East 1/4 9.21 feet; thence West at right angles to the last described course 5 feet; thence North and parallel with the East line of the North East 1/4 330.26 feet to a point on the North line of the North East 1/4 thence West along the North line of the North East 1/4 a distance of 496.86 feet; thence South and parallel with the East line of the North East 1/4 224.45 feet; Northeasterly along a line forming an angle of 83 degrees 39 minutes and 18 seconds measured from left to right with the last described course a distance of 330.40 feet; thence Southeasterly along a line forming an angle of 53 degrees 31 minutes 10 seconds to the right with a prolongation of the last described course 12.44 feet; thence Southwesterly along a line forming an angle of 53 degrees 31 minutes 10 seconds to the right with a prolongation of the last described course 145.35 feet; thence East and parallel with the North line of the North East 1/4, 181.65 feet to the point of beginning, in Cook County, Illinois.

PARCEL B

Westchester Terrace, being a subdivision of part of the East 1/2 of the North East 1/4 of Section 20, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois as per plat recorded April 6, 1978 as document 24391500.

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When recorded, return to:

First American Holdings
2800 North Central Avenue
Suite 300
Phoenix, AZ 85004

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ASSIGNMENT OF BENEFICIAL INTEREST UNDER DEED OF TRUST

FOR VALUE RECEIVED, the undersigned Beneficiary hereby assigns, sells and transfers to GREGG-MILLER & ASSOCIATES, INC., an Arizona corporation, all beneficial interest under that certain All-Inclusive Deed of Trust and Assignment of Rents dated September 30, 1991 executed by GLEN OAK CEMETERY COMPANY, an Illinois corporation, whose mailing address is 4301 West Roosevelt Road, Hillside, Illinois 60162, Trustor, to Robert J. Traica, Esq., Smith & Feola, P.C., 2800 North Central Avenue, Suite 1400, Phoenix, Arizona 85004, Trustee, and recorded on the _____ day of 91602639, 19____ in Docket No. 91602640 page(s) _____, of the Official Records in the Office of the County Recorder of Cook County, State of Illinois,

TOGETHER, with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued under said All-Inclusive Deed of Trust and Assignment of Rents,

And the said Assignor-Beneficiary does hereby make, constitute and appoint the said Assignee-Beneficiary, its true and lawful attorney, irrevocable, in its name, or otherwise, but at the proper costs and charges of the said Assignee-Beneficiary, to have, use and take all the lawful ways and means for the recovery of said money and interest, and in the case of a payment, to cause release and reconveyance of the All-Inclusive Deed of Trust and Assignment of Rents as fully as the said Assignor-Beneficiary might or could do if these presents were not made.

IN WITNESS WHEREOF, said Assignor-Beneficiary has signed this instrument as of the 30th day of September, 1991.

FIRST AMERICAN HOLDINGS
CORPORATION

By: _____

Its: _____

91602641