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Chicago, Illinois December	11	14		19 97
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Know all Men by these Presents, marss

RECENTAGORY an Illinois Banking Association, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly

recorded and delivered to said Bank in pursuance of a Trust Agreement dated

October 28, 1991

and known as trust

number 174980 , hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

## COMMUNITY BANK AND TRUST COMPANY OF EDGEWATER

its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter man or agree to, or which may be made, or agreed to by the Second Party under the powers hereinafter granted to it; it being the interior hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, eranges, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises situated in the outly of Cook, and described as follows, to-wit:

Lot 37 in Blook 1 in Vincent, a Subdivision of the North East 1/4 of the Northwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Modidian, in Cook County, Illinois

P.I.N. 14-31-110-022

CONTRACTOR CONTRACTOR

START OF MADION

Commonly known as 2352 1. Tamen Avenue, Chicago, Illinois

DEPT-01 RECORDING \$13.50 T\$5555 TKAN 5510 12/27/91 14:06:00 44057 # E \*-91-684935

2003/1/1953

COOK COUNTY RECORDER

This instrument is given to secure payment of the principal sun of NINETY THOUSAND AND NO/100ths

Dollars,

and interest upon a certain loan secured by The Section

COMMUNITY BANK AND TRUST COMPANY OF TOGEWATER

and re-orded in the recorder's Office of above-named County, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accounted or may hereafter accrue under said trust deed, have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the No c secured thereby.

Without limitation of any of the legal rights of Second Party, as the absolute assign e of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby coverants and agrees that in the event of any default by the First Party under the said trust deed above described, the First Party will, where before or after the note or notes secured by said trust deed is or are declared to be immediately due in accordance with the erms of said trust deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or be ore or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party and Second Party shall be entitled to ake actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by its agent, or strorneys, as for condition broken, and, in its discretion, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said trust deed, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and a counts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own age is assigned under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, better-ments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said trust deed, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on the note or notes secured by said trust deed, at the rate therein provided; (2), To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the principal of said note or notes; (3) To the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said trust deed above referred to; and (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

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ust deed, at the the payment, of y and all other if any, after the

The payment of the note and release of the Trust Deed securing said note shall jaso facto operate as a release of this instrument.

This Assignment of Rents is executed by Cardindra-Gangeous assertation of personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Sangeous assertation and an authority to execute this instrument), and it is expressly, understood and agreed that, nothing herein or in said principal or to perform any overent stall be construed as creating any lability on the said flust party or on said Schooland factoring instrument) or to perform any overent either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter of the integer and that the further express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter of the further contented that any one of the further express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or gecurity iterated, the legal holder of holders of any part and its such integers and the owners of any indebtedness accruing hereinned, the legal holder of holders of any phincipal and interest on any of the unitered of any indebtedness and the owners of any indebtedness accruing hereinned, in large party to the premises hereby conveyed for the pay.

Therefore, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument.

The feilure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of its agents or attorneys, successors or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, as assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, as any time or times that shall be deemed fit.

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and inute to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.