UN OFTERMENT UNDER LANGTRUP Y 1182290

KNOW ALL MEN BY THESE PRESENTS that CIPRIANO ALONZO and IRMA ALONZO, his wife (hereinafter called "Assignor"), for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grants a security interest, sells, assigns, transfers, sets over, pledges and delivers unto PIONEER BANK & TRUST COMPANY (hereinafter "Assignee"), and to its successors and assigns, all of the right, title and interest of the Assignor under and to PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under a written Trust Agreement dated April 4, 1991 and known as Trust No. 25447 (hereinafter "Trustee"), in, under and to the property referred to or described in said Trust Agreement and in, under and to any and all proceeds or avails of said property or any part thereof, including, without limitation, all proceeds and dispositions or realizations of any kind or character of or from said property or any part thereof, including, without limitation, the right to manage, direct and control the property and the acts and doings of the Trustee in respect of such property.

1. The Assignor represents and warrants that:

(a) Assignor owns one hundred percent (100%) of the beneficial interest in the Trust Agreement, has the full power and authority to make the assignment herein pro- 91182290 vided, and owns all the collateral pledged herein free from any lien, security interest, encumbrance or other right, title or interest of any other person, firm or corporation, and the Assignor shall defend the collateral against all

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claims and demands of all other persons at any time claiming the same or any interest therein adverse to Assignee;

- (b) There is no financing statement now on file in any public office covering any property of any kind which is included within this Assignment or intended so to be, and so long as any amount remains unpaid on any indebtedness or liabilities of the Assignor to Assignee, Assignor will not execute and there will not be on file in any public office any financing statement or statements describing or attempting to describe the collateral pledged herein.
- payment in full of: (i) all principal of and interest on that certain Note of Trustee dated April 17, 1991 in the principal amount of \$63,000.00, payable to the order of the Assignee, and any renewal or renewals thereof; (ii) the Guaranty of Assignor dated April 17, 1991, whereby Assignor guarantees all of the obligations of Trustee to Assignee; and (iii) any and all other indebtedness, obligations and liabilities of Assignors or the Trustee to the Assignee whether now existing or hereafter arising, due or to become due, direct, indirect or contingent, joint or several or joint and several; and as security for all expenses and charges, legal or otherwise, including attorneys' fees paid or incurred by the Assignee.
- 3. Upon default of the obligations secured hereby, and the failure of the Assignors to cure any such default under applicable cure periods as set forth in the Note, Real Estate Mortgage and Assignment of Leases and Rents executed by Trustee,

all of even date herewith, or at any time or times or from time to time thereafter:

- (a) Assignee shall have full power and authority to exercise all or any one or more of its remedies and shall have the rights of a secured party under the Uniform Commercial Code of Illinois (hereinafter "Code"). Any requirement of the Code for reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the Assignor as shown on the records of the Assignee at least thirty (30) days prior to the time of the sale, disposition or other event or thing giving rise to the requirement of notice; and
- (b) Assigner way proceed to exercise each and all of the powers, rights and privileges reserved or granted to the Assignor under said Trust Agreement to manage, direct, control and deal with the property or any part thereof covered by said Trust Agreement, including without limitation, the right to collect and receive the proceeds from rentals and from mortgages, sales conveyances or other dispositions or realizations of any kind or character of or from said property or any part thereof; and
- (c) Assignee may proceed to protect and enforce this conveyance by suit or suits or proceedings in equity, at law or otherwise, whether for the foreclosure hereof or for the appointment of a receiver or receivers of the property covered by said Trust Agreement or any part thereof, or for the enforcement of any other proper, legal or equitable remedy available under applicable law.

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5. Notwithstanding anything to the contrary aprearing in said Trust Agreement, the interest hereinbefore described is assigned and transferred to Assignee by way of collateral security only and, accordingly, Assignee, by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of the Assignor under said Trust Agreement, whether provided for by the terms thereof,

Trust No. 25447.

(d) The right of the Assignee to be the purchaser for its own account at any sale or other disposition of the collateral shall not be affected by the fact that the Assignee is or may be now or at the time of such sale the Trustee under said Trust Agreement described in the first paragraph hereof, nor shall such fact in any manner otherwise affect the rights of the Assignee to sell, dispose of or otherwise deal with the security interest granted

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Property of Cook County Clerk's Office

Executed as of this 17th day of April, 1991.

had not been made.

Itable thereunder to the same extent as though this Assignment acknowledging and agreeing that the Assignor is and remains

arising by operation of law or otherwise; the Assignor hereby

Assignment subject to all of the provisions of said Trust PIONEER BANK & TRUST COMPANY accepts the foregoing

PIONEER BANK & TRUST COMPANY

TRUSTEE'S ENDORSEMENT

μεκερλ σοκυοωγεάδεα κεceibr of the ζοτεφοίης Assignment this Agreement dated April 4, 1991 and known as Trust No. 25447 PIONEER BANK & TRUST COMPLAY, as Trustee under Trust

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as Trustee aforesald PIONEER BANK & TRUCT COMPANY,

TESTTA

Agreement.

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of Coop County Clarks

Permanent max No. 13-34-227-036, Vol. 379

Chicago, Illinois 60639 Property commonly known as: 4244 West Armitage

Principal Meridian, in Cook County, Illinois. of Section 34, Township 40 North, Range 12, East of the Third anpdivision of the East 1 of the Southwest 1 of the Northeast 1 rot 24 in Block 4 in Hartley's Addition to Pennock, being a