ASSIGNMENT OF RENTS

Chicago, Illinois May 1 19 91

FIRST NATIONAL BANK OF NORTHBROOK

Know all Men by these Presents, That DEXXXXXXXX a corporation of Illinois, not per-

somally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a

February 15, 1989 and known as trust numbers 453 and 454 Trust AgreemenSdated and OW PWK banking corporation, * - First Chicago Trust Company of Illinois as successor trustee to

its successors and assigns (hereinalter called the Second Party), all the reats, earnings, income, issues and profits at and from the real estate and premises hereinalter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any letter written or verbal, or any letting at, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinalter described, which said First Party may have heretofore made or agreed to any part of the real estate and premises hereinalter described, which said First Party may have heretofore made or agreed to a premise the powers hereinalter granted to it; it being the intention arcol to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earrang, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and

premises situated in the Court ofCook and described as follows, to wit:

- Lots 9 and 10 in Block 26 in Evanston in the South East Quarter of Section 18, Township 41 North, Range 14 East of the Third Principal Maridian in Cook County, II...

 Property address: 1.15 Chicago Ave., Evanston, II.
 PIN: 11-18-408-002 Parcel 1:
- The South Easterly 1/2 of Lot 4 in Block 2 in Gibbs, Ladd and George's Addition to Evanston, in Section 19, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, IL. Property address: 913 Girago Ave., Evanston, IL. PIN:
- Lot 5 (except that part thereof lying North of a line beginning on the West line of said Lot, 5-5/8 inches South of the North. In a of said Lot, and running theree Northeasterly to a point on the East line of said Lot and 3-3/7, inches Southerly from the North East corner of said Lot, also excepting therefrom the Northerly? Free of the Easterly 87 feet of said Lot) in Block 11 in White's Addition to Evanston, in the North Past 1/4 of Section 19. Township 41 North, Range 14 East of the United Principal Meridan, in Cook County, Fig. 1-11 ECORDING Property address: 827 Chicago Ave., Evanston, IL

 PIN: 11-19-401-022-000 Parcel 3:

745555 TRAN 9494 05/01/91 15:06:00 +3069 + E #-9 1-203325

\$15.

COOK COUNTY RECORDER

This instrument is given to secure payment of the principal sum of

TWO FUNDED THOUSAND AND 00/100THS --- (\$200,000.00) -- Dollars,

and interest upon a certain loan secured by Trust Deed to DEVON BANK, an Illinois banking corporation,

as Trustee dated May 1, 1991 and recorded in the recorder soffice of above-named County, conveying the real estate and premises hereinabove described, and this instrument shair remain in full force and effect until said haun and the interest thereon, and all other costs and charges which may have accrued or may be after 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 Note secure; thereby,

of the terms or conditions contained in the Trust Deed berein referred to and in the Note securet thereby.

Without limitation of any of the legal rights of Second Party of the absolute assignee of the tents, issues, and profits of said real estate and premises above described, and by way of enumeration only. First Party hereby agrees that in the event of any default by the First Party under the said trust deed above described, the Pirst Party will, whether before or after the note or notes secured by said trust deed is or are declared to be immediately due in accordance with the terms of said trust deed or notes secured by said trust deed is or are declared to be immediately due in accordance with the terms of said trust deed. The here before or after the institution of any legal proceedings to largeline the here of said trust deed, or before or after any sale, the circumstance of Second Party surrender to Second Party shall be entitled to take actual post-scient of the institution of Second Party, surrender to Second Party shall be entitled to take actual post-scient on the party and Second Party shall be entitled to take actual post-scient on the party and Second Party shall be entitled to take actual post-scient on the party and Second Party shall be entitled to take actual post-scient on the party and Second Party shall be entitled to take actual post-scient on the party and Second Party shall be entitled to take actual post-scient on the party of the indebtedness secured by said trust deed, are promised to be subject to the said trust deed and promises hereinabove described, or of any part thereof, personally or by its agents or of said trust deed, and promises hereinabove described, and conduct the business thereof, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, special, manage and control the said real estate and promises as to it may seem fulficious, and may insure and reinsure the same, and may assignment,

(1) To the payment of interest on the principal and overdue interest on the note or more secured by said trust deed, at the rate therein provided; (2) To the payment of the interest accurred and unpaid on the said onto or notes; (3) To the payment of the principal of said note or notes from time to time remaining outstanding and anguid; (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, for and on heliall of the hereficiary or beneficiaries under the said trust agreement.

*** FIRST NATIONAL DANK OF NORTHERCK and OW PANK TREET SAVINGS COMPANY OF THE THORSE AS SUCCESSOR TRUST The instrument shall be using times to the benefit of the respective extension of the respective extension. and thustening and in estant been shall be hinding upon and representatives, successors and arright of each and the parties hereto. The Lalace of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or defined 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, and exercise the powers hereonder, at any time or times that shall be deemed fit. The payment of the note and release of the Trust Deed securing said note shall ipso facto operate as a release of this instrument. IN WITNESS WHENEOF/DECOCOMMENCE, not personally but as Trustee as aloresaid, has caused these presents to be signed by its Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant Cashier, the day and year first above not personally, first Chicago rust Company of Illinois as succks/sor true to PIRSE NATIONAL BANK OF NORTHERDOX Ву: Assistaur Vice President as aforesaid and not personally, President Landing nous Assistant, Secretary ATTEST WANTE CONTRACT Trust Officer STATE OF ILLINOIS a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, there COUNTY OF COOK ED ST. NATIONAL BANK OF NORTHHYOKTrust Officer Assistant Cashier Assistant Cashier of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, and Assistant Cashier, respectively, appeared before me this day in person who acknowledged that they signed and delivered the said instrument as their own free and voluntary of a d as the free and voluntary act of said Bank, as Trustee as alutesaid, for the uses and jurposes therein set forth; and the said Assistant Cashier then and there acknowledged that the corporate seal of said Bank, did affect the corporate seal of said Bank to be instrument as the free and voluntary act and as the free and voluntary act at as aforesaid, for the last of the property as forther than the free and voluntary act at an alute said said Bank as Trustee as aforesaid, for the uses and purposes therein set forth. Bibeit under my hand and notarial seal, this. D. 19 Notary Public. 6445 NORTH WESTERN AVENUE/HO 5-2500 This instrument prepared by: Jane 1. Mulibera ED EVON BANK After recording, please return to Devon Assignment of Rents CHICAGO, ILLINDIS 60645 Hara ini ဋ

UNOFFICIAL COPY

STATE OF ILLINOIS COUNTY OF LAKE

and for the County and State aforesaid, DO HERERY CIRTIFY, that Steven R. Flint Assistant Vice Preisder of FIRST NATIOANL BANK OF NORTHBROOK and Carol A. Pumphrey Trust Officer thereof, personally known to me to be the nave persons whose names are subscribed to the foregoing instrument as Assistant Vice President and Trust Officer respectively, appeared before me this day in person and acknowledged that the signed and delivered said instrumnet as their own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and Trust Officer did also then and there acknowledge that she actuation of the corporate seal of said Bank did affix said instrument as her own free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st day of May A.D. 1991.

* OFFICIAL SEAL * STACY LEASE STATE OF ILLINOIS STATE OF ILLINOIS

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STATE OF ILLINOIS)

COUNTY OF COOK , a Notary Public, in and for the undersigned said County, in the State aforesaid, DO HEREBY CERTIFY, that Linda M. Tortorich , Vice President of the OAK PARK TRUST & SAVINGS BANK, <u>Assistant</u> MOW MOWER ARE REPORTE CHICAGO WOAK WRARK & Oak Park, Illinois, and Dennis John Carrara , Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Prisident and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the isos and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth. * First Chicago Trust Company of illinois as successor trustee to GIVEN under my hand and notarial seal, this 1st. A.D. 1991 . "OFFICIAL SEAL" Margaret O'Donnell Notary Public, State , Illinois om.

As Open My Commission Expires 5/10/93