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KNOW ALL MEN BY THESE PRESENTS, THAT the Assignor, FIRST NATIONAL BANK OF NILES, as Trustee under Trust Agreement dated April 5, 1991, and known as Trust No. 646 of the Village of Niles County of Cook and State of Illinois, in consideration of One Dollar (\$1) and other valuable consideration in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto the Assignee, FIRST NATIONAL BANK OF NILES, a national banking assn., its successors of the Village of Niles County of Cook and State of Illinois, ~~his successors~~

DEPT-01 RECORDING \$15.29
T03555 TRAN 0464 05/23/91 13:55:00
#7172 # E *-91-246631
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

and assigns, all the avails, rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, of either written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the premises hereinafter described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Assignee under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Assignee and ~~apparently the successors~~ whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to

DATE OF LEASE LESSEE TERM MONTHLY RENT

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such rent being payable monthly in advance with respect to the premises described as follows, to-wit:

PARCEL 1: Lots 1, 2, 3 and 4 in Haentze and Wheeler's Subdivision Number 5, being part of Lot 7 in Davlin, Kelley and Carroll's Subdivision of the North West Quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2: Lots 23, 24, 25 and 26 in Block 1 in Heinemann and Grosse's Subdivision of part of Lot 3 in Davlin, Kelly and Carroll's Subdivision of the Northwest Quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number(s): 13-26-115-004

Address(es) of premises: 3060 North Milwaukee Avenue, Chicago, Illinois 60618
It is understood and agreed that the Assignee will not exercise any of its rights under this Assignment until after default in payment of any indebtedness or liability of the undersigned to the Assignee.

and the Assignor hereby irrevocably appoints the Assignee as his true and lawful attorney to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every the leases or agreements, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in his discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties at his discretion, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the Assignor to the Assignee, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments and the interest on incumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

GIVEN under its ~~hand~~ seal this 10th day of May 1991
Kathleen A. Nellessen (SEAL) FIRST NATIONAL BANK OF NILES, as Trustee as aforesaid, (SEAL)
Attest: By: K.V. Troken, Vice President
Kathleen A. Nellessen, Assist. Trust Officer

STATE OF ACKNOWLEDGMENT ON REVERSE SIDE

County of a notary public in and for said County, in the State aforesaid, Do Hereby Certify that personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this day of 19 91 91246631

This instrument was prepared by HOWARD A. MC KEE, Two First Nat'l. Plaza, Chicago, IL 60603-1802 (NAME AND ADDRESS)

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