

4. Interest, principal and other charges which shall, from time to time, become due under the terms of the mortgage above-described and the Note secured thereby, without prejudice to the right of the mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said mortgage and the Note secured thereby.

3. Taxes and assessments levied against said premises.

2. Expenses incident to the management and operation of said premises, including reasonable attorney's fees and management commission, either to said assignee, or such agent or agents as it may retain.

1. Expenses and reasonable attorney's fees incurred by said assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.

The rents, issues and profits so received by said assignee shall be applied in such order as it may determine, on account of the following:

successors and assigns. determine, all without notice at any time hereafter to the undersigned, its such rental and upon such terms as the said assignee shall in its discretion lease or let all or any portion of said premises to any party or parties at premises through such agent or agents as assignee may designate; to rent, and maintain possession of said premises, and to operate and manage said premises, to enforce the payment of such rents, issues or profits; to secure, to use such measures, legal or equitable, as may be deemed proper or existing or which may hereafter exist for said premises, or any portion hereafter become due under the leases or agreements, written or verbal, instead to collect all of said rents, issues and profits now due or which shall appoint irrevocably said assignee, true and lawful agent in its name and agreement, either written or oral, in respect thereto, and does hereby the use and occupancy of any part of said premises in the absence of any rents, issue and profits now due or which may hereafter become due through entered into by said assignee, under the power hereby granted and all the made or entered into by the undersigned or which shall hereafter be made or agreement for the use or occupancy of any part of said premises, heretofore and by virtue of any lease, whether written or verbal, or by virtue of any the rents, issues and profits now due or which may hereafter become due under recorded in the office of the Recorder of Deeds of Cook County, Illinois, all the mortgage made by assignor to assignee, dated December 30, 1991, and benefit of the holder or holders and owner or owners of the Note secured by Illinois Banking Corporation (hereinafter called "Assignee"), for the use and acknowledged, sell, assign, transfer, and set over unto PLAZA BANK, an hereby, in consideration of the premises and Ten (\$10.00) Dollars and other described on Exhibit "A" attached hereto (hereinafter called "Assignor"), do August 1, 1989 and known as Trust No. 1093368, the owner of the premises TRUST COMPANY, not personally but as trustee under a Trust Agreement dated KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CHICAGO TITLE AND

ASSIGNMENT OF RENTS

92000231

2598

1-13-88 077

Handwritten signature/initials

132200231

It is hereby acknowledged and agreed by and between the parties hereto, nothing herein to the contrary notwithstanding...

OFFICIAL SEAL. Carolyn Saul Notary Public, State of Illinois My Commission Expires 9/4/95

BOX 333

ALLEN C. MESZLOWSKI MARTIN & KARCAZES, LTD. 150 North Wacker Drive - Suite 2950 Chicago, IL 60606

My commission expires: _____

Notary Public [Signature]

THIS INSTRUMENT WAS PREPARED BY: [Signature] DEC 31 1991 PLEASE RETURN TO:

The undersigned, a Notary Public in and for said county, in the aforesaid state, do hereby certify that CHICAGO TITLE AND TRUST COMPANY, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Secretary and President 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 for the uses and purposes therein set forth; and the Secretary did also then and more acknowledge that (s)he, as custodian of the corporate seal of said bank, did affix the said corporate seal of said bank to said instrument as a free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

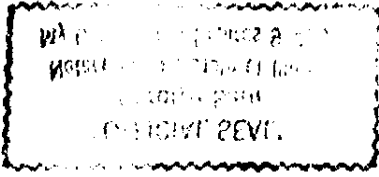
[Signature] President [Signature] Secretary

[Signature] Secretary

CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under a Trust agreement dated August 1, 1989 and known as Trust No. 10933368

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 30th day of December, 1991. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

UNOFFICIAL COPY



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UNOFFICIAL COPY

EXHIBIT A 92000231

LEGAL DESCRIPTION OF
1375-85 WEST LAKE STREET, CHICAGO, ILLINOIS

LOT 2 (EXCEPT THE NORTH 125 FEET OF THE WEST 22 FEET OF THE EAST 233.15 FEET THEREOF AND EXCEPT THAT PART TAKEN FOR SHELDON (NOW LOOMIS STREET)) IN ASSESSOR'S DIVISION OF THAT PART LYING SOUTH OF LAKE STREET OF LOT 3 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 17-08-324-002-0000; 17-08-324-003-0000; and
17-08-324-004-0000

Property of Cook County Clerk's Office

92000231