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THIS ASSIGNMENT, made <u>APRIL 20</u>, 19.89 between <u>RITA MARIA SPRUDZS</u> (Assignor") and FIRST SECURITY BANK OF CHICAGO, an Illinois banking corporation ("Bank").

WHEREAS, Assignor is justly indebted to Bank in the principal sum of FORTY SIX THOUSAND
FIVE HUNDRED FIFTY AND 00/100 (\$_46,550.00_) Dolla
evidenced by one certain Note of even date herewith ("Note"), made payable to Bank and delivered,
and by which the Assignor, promises to pay the said principal sum and interest from APRIL 20
19 89 on the balance of principal remaining from time to time unpaid at the initial rate of 9.50
in installments as follows:

Initially, twelve	monthly principal	and interest p	syments of T	HREE HUNDRE	NINETY	ONE AND 42
			(\$ <u>391.4</u>	2) Dolla	rs or more	on the 1st da
of JUNE	, 19 <u>89</u> and	THREE HUNI	DRED NINETY	ONE AND 42	/100	
(\$ <u>391</u>	.42) Dollar	s more or less	on the 1st day	of each month	n thereafter	until the Not
	cept that the final					
the 1st day of	MAY		All such	payments on ac	count of the	ne indebtednes
evidenced by the	Note to be first	applied to inte	rest on the un	paid principai	balance and	the remainde
to principal; pro	vided that the prin	ncipal of each	installment ut	iless paid when	duc shall	bear interest a
the rate of 5.00°	% active the applie	cable interest	rate and all o	f said principa	l and inter	est being mad
payable at the of	fice of Bank in Chi	cago, Illinois.				

NOW, THEREFORE, Assignor to secure (1) the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this agreement, and (2) the performance of the covenance and agreements herein contained and contained in the Note by the Assignor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto the Bank, its successors and assigns, the following:

All of	Assignor's	s rights and	interests in the	leaschold							
THE	ROMONT	ORY TRUST					Corpo	ration,	as L	essor,	and
Assignor a	s Lessee,	dated			_ ("Lease	c"), which	ı demi:	scs, for	r a term	begi	nning
			and ending			, the	follow	ing lan	ıd:		

21E In the apartment building Apartment Unit_ known as 5532 S. SHORE DRIVE in the City of CHICAGO in the State of Illinois

P.I.N. #20-13-103-009-0000 (See Legal Description Attached)

together with all improvements, tenements, easements. Fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Assignor may be entitled thereto (which are pledged primarily and on a parity with ne Lease and not secondarily) and all of Assignor's interest in apparatus, equipment or articles now or bereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the folegoing), screens, window shades, storm doors and windows, floor coverings, inadoor beds, awnings, store, and water heaters. All of the foregoing are declared to be part of the Apartment whether physical valtached thereto or not, and it is agreed that all similar apparatus equipment or articles hereafter placed in the Apartment by Assignor or his/her successors or assigns shall be considered as constituting part of the Apartment.

This Assignment shall be operative in the event of a default of payment of principal and interest Assignment or in the event of a breach of any of the property of the property

Assignor further agrees as follows:

- Assignor shall (a) promptly repair, restore or rebuild the Apartment or any implovements now or hereafter on the Apartment which may become damaged or be destroyed; (b) keep the Apartment in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien hereof; (c) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (d) permit no material alterations in the Apartment except as required by law or municipal ordinance.
- Assignor shall pay before any penalty attaches all general taxes, and shall pay special taxes, or special assessments, water charges, sewer service charges, and other charges against the Apartment when duc, and shall, upon written request, furnish to Bank duplicate receipts therefor. To prevent default hereunder Assignor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Assignor may desire to contest.
- Assignor shall keep the Apartment insured against loss or damage by fire, lightning or windstorm tand flood damage, where the lender is required by law to have its loan so insured) under policies providing for payment by the insurance companies of money sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to Bank, under insurance policies payable, in case of loss or damage, to Bank, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to Bank, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

- 4. Assignor agrees at line Novilly vith he com and overarts of the Lease and to pay all cent assessments, and any and all other sums when due under the Lease. Any default of Assignor under the Lease shall constitute a default hereunder and under the Note. To prevent default hereunder Assignor shall pay in full under protest any amounts due under the Lease which Assignor may desire.
- In case of default therein, Bank may, but need not, make any payment or perform any act hereinbefore required of Assignor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said Premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Bank or the holders of the Note to protect the Premises, plus reasonable compensation to Bank for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the Note. Inaction of Bank shall never be considered as a waiver of any right accruing to it on account of any default hereunder on the part of Assignor.
- 6. Assignor shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Bank, and without notice to Assignor, all unpaid indebtedness secured by this Assignment shall, notwithstanding anything in the Note or in this Assignment to the contrary, become due and payable (a) immediately in the case of default in making payment of any installment of principal or interest on the Note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Assignor herein contained, or contained in the Note.

7. In the event:

- (a) a lien or encumbrance is placed on the Premises which causes the Bank to deem itself reasonably insecure under this Assignment or under the Note; or
- (b) Assignor assigns, sublets or in any way transfers his/her interest in the Lease or discontinue making the Apartment his/her principal residence;
- at the option of the Bank, and without native to Assignor, all unpaid indebtedness secured by this Assignment shall, notwithstanding anything in the Note or in this Assignment to the contrary, become immediately due and payable.
- 8. No action for the enforcement of this Assignment or any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action of law upon the Note.
- 9. Bank shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.
- Bank has no duty to examine the title, location, existence or condition of the Premises, or to inquire into the validity of the signatures or the identity, capacity, or authority of the signatories on the Note or this Assignment, nor shall Bank be obligated to record this Assignment or to exercise any power herein given unless expressly obligated by the terms hereof, nor be little for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Bank and it may require indemnities satisfactory to it before exercising any power herein given.
- 11. This Assignment shall remain in full force and effect until the indebtedness secured or due under the Note is fully paid. Bank shall release this Assignment by proper instrument upon payment of all indebtedness secured hereby.
- To the full extent permitted by law, Assignor hereby releases and waives all ights under the Homestead Exemption Laws of the State of Illinois and all rights to homestead exemption or similar rights under federal bankruptcy and other federal and state laws.

WITNESS the hand and seal of Assignor the day and year first above written.

STATE OF ILLINOIS) COUNTY OF COOK)

I, SHEILA R. MORTENSEN, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT RITA MARIA SPRUDZS is personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged and signed, scaled and delivered the said Instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand plant Notar st Saal thes _ 20TH day of _ SHEILA R. MORTENSEN & NOTARY PUBLIC, STATE OF ILLINOIS & MY COMMISSION EXPIRES 3/6/91

APRIL

Mottensin

7/W/49x Notary Public

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LEGAL DESCRIPTION

THAT PART OF BLOCK 3 IN EAST END SUBDIVISION IN SECTIONS 9, 12 AND 13, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LAND EAST AND ADJOINING A PART OF SAID BLOCK 3 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 240 FEET SOUTH OF THE SOUTH LINE OF EAST 55TH STREET AS EXTENDED AND 169 FEET EAST OF THE EAST LINE OF EVERETT AVENUE AS WIDENED; THENCE RUNNING EAST ALONG THE LINE PARALLEL WITH THE SOUTH LINE OF EAST 55TH STREET, AS EXTENDED, 300 FEET TO THE LINE AS ESTABLISHED BY THE DECREE OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS ENTERED JANUARY 4, 1913 IN CASE 217598 RUNNING THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LINE AS ESTABLISHED TO A POINT 220 FEET DUE NORTH OF THE SOUTH LINE OF SAID BLOCK 3 EXTENDED EAST, RUNNING THENCE WESTERLY A DISTANCE OF 300 FEET ALONG A LINE PARALLEL WITH AND 220 FEET DUE NORTH OF THE SOUTH LINE OF SAID BLOCK 3 AS EXTENDED EAST, RUNNING THENCE NORTH A DISTANCE 134 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF EVERFTT AVENUE AS WIDENED TO THE PLACE OF BEGINNING (EXCEPT THE WEST 12 FEET OF THE NORTH 19 FEET) IN COOK COUNTY, ILLINOIS.

P. I. N #20-13-103-009-0000

Trist Scurity Banks

' Igle & Pearson
Chgo Ic Cooper

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