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#### ASSIGNMENT OF RENTS

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Matteson , Illinois

April 21 , 19 92

KNOW ALL MEN BY THESE PRESENTS, that BEVERLY TRUST COMPANY as Successor Trustee to MATTESON-RICHTON BANK, an Illinois corporation, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 23, 1986 and known as Trust Number 74-1609, hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto:

#### FIRST UNITED BANK

its successors and assigns (hereinafter called the Second Party), all the rents, carnings, income, issues and profits of and from the real may hereafter become due, payable or collectible under or by virtue of any lease, whicher written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore make or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate situated in the County of Cook and State of Illinois, and described as follows, to-vit:

Lots 1 and 2 (except the South 25 feet of said Lot 2) in Block 26 in Young's Addition to Blue Island, being a Subdivision of the East 1/2 of the Northeas' 1/4 of Section 36, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers: 24-36-223-014

Property Address: 12900-40 South Western Avenue, Blue Island, IL 60406

This instrument is given to secure payment of the principal sum of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00) and interest upon a certain loan secured by a Mortgage to BIVERLY TRUST COMPANY as Successor Trustee to MATTESON-RICHTON BANK, as Trustee under Trust Agreement dated December 23, 1986 and known as Trust Number 74-1609, recorded in the Recorder's Office of above named County, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said Mortgage has 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 Mortgage herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said Mortgage above described, the First Party will, whether before or after the note or notes secured by said Mortgage is or are declared to be immediately due in accordance with the terms of said Mortgage or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage or before or after any sale therein forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of the said real estate and premises hereinabove described or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in its

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discretion, may with or without force and with or without process of law and without any action on the part of the holder or holders of the indebtedness secured by said Mortgage enter upon, take and maintain possession of all or any part of said real estate and premises herein above described, together with all documents, books, records, papers and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as it may see fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof, and, after deducting the expenses of conducting the business thereof, and after alestate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, savants, and others employed by it, properly engaged and employed, for services rendered in co

(1) To the payment of interest on the principal and overdue interest on the note or notes secured by said Mortgage at the rate therein provided; (2) to the payment of the Interest accrued and unpaid on the said note or notes; (3) To the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all charges secured by or created under the said Mortgage above referred to; and (5) To the payment of the balance, if any, after the payment in full of the terms hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and insure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors and 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 deemed 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 hereunder, at any time or times that shall be deemed fit. The payment of the note and release of the Mortgage securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by BEVERLY TRUST COMPANY, as

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### UNOFFICIAL, COPY:

Successor Trustee to MATTESON-RICHTON BANK, not personally, Trustee aforesaid in the exercise of the power and authority c but as upon and vested in it as such Trustee (and said BEVERLY TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be and it is expressly understood and agreed that construed as creating any liability on the said First Party or on said BEVERLY TRUST COMPANY personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the first part and its successor and said BEVERLY TRUST COMPANY personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment chareof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided.

IN WITHF'SS WHEREOF, BEVERLY TRUST COMPANY, not personally Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereunto Asst. Trust Officer, and its corporate affixed and attested by its Asst. Trust Officer , the day and year first above written.

> BEVERLY TRUST COMPANY, as Trustee as aforesaid and not personally

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Attest: Exer scott in provision restricting

any lability of the Beverly Trust Company straped on the reverse mide hereof, a hareby expressly made a part herof.

STATE OF ILLINOIS SS COUNTY OF Will

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rosemary Mazur, Asst. Trust officer of BEVERLY TRUST COMPANY, and Brenda J. Pino personally known to me to be a substituted to the foregoing names are subscalbed to the foregoing persons whose the same instrument as such Asst. Trust Officer and Asst. Trust Officer 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 Company, as Trustee as aforesaid for the uses and purposes therein set forth, and the said Asst. Trust Officer then and there acknowly dged that as custodian of the corporate seal of said Company, Aid affix the corporate seal of said Company to said instrument as they own free and voluntary act and as the free and voluntary act of said Company as

Trustee aforesaid, for the uses and purposes therein set Torth.

Janelle M. Kerele Janelle Janelle M. Kerele Janelle Janelle M. Kerele Janelle Jane

Notary Poblic, State c. Mineis My Commission Expires Sept. 27, 1994

This document was prepared by: Steven D. Rakich

4749 Lincoln Mall Drive Suite 204

Matteson, IL 60443

Notary Public

After recording mail to: Steven D. Rakich (kc-1191-468) 4749 Lincoln Mall Drive Suite 204 Matteson, IL 60443

This document is made by Beverly Trust Company as Trustee and accopted upon the express understanding that the Beverly Trust Company enters into the same not personally, but only as Trustee and that no p rson I libility is assumed by nor shall be asserted or enforced against Bavarly Fruit Company because of or on account of the making or exequing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall Beverly Trust Company be hold personally liable upon or in consequence of any of the covenants of this document, either expressed, or implied. 

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