Box 291

92370928

ASSIGNMENT OF RENTS

from

CHICAGO TITLE AND TRUST COMPANY
NOT INDIVIDUALLY BUT
as Trustee under a
Trust Agreement dated JANUARY 18TH, 1985
and known as Trust No. 1086012

and

JAMES PANAGAKIS AND PETER PANAGAKIS

to

COUNTRYSIDE BANK

Dated as of MARCH 11, 1992

92370928

This instrument prepared by and
to be returned after recording
to:

WAYNE S. KOTTKA
Countryside Bank
1190 S. Elmhurst Rd.
Mt. Prospect, IL 60056

37.00

ASSIGNMENT OF RENTS

This Assignment of Rents is made this 11TH day of MARCH, 1992, by and between CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under a Trust Agreement dated the 18TH day of JANUARY, 1985 and known as Trust Number 1086012, (hereinafter referred to as "Assignor") and PETER PANAGAKIS AND JAMES PANAGAKIS, (hereinafter referred to as "Beneficiary").

WITNESS:

WHEREAS, Assignor in order to secure an indebtedness in the principal sum of TWO HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED SEVEN DOLLARS & 51/100 ($235,107.51) executed a Mortgage of even date herewith (the "Mortgage"), mortgaging to Countryside Bank (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "premises"); and

WHEREAS, the Mortgagee is the holder of the Mortgage and the Note of the Beneficiary of even date herewith secured thereby; and

WHEREAS, Beneficiary is the sole beneficiary under the Trust Agreement by which the Assignor was created;

NOW, therefore, the Assignor/Beneficiary, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Mortgage, and in consideration of the sum of Ten ($10.00) Dollars to the Assignor/Beneficiary in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, and transfer unto the Mortgagee all the rents, issues, deposits, and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use, sale, or occupancy of the premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases or escrow agreements pertaining thereto and agreements (said contract, escrow agreements, and agreements shall hereinafter collectively be referred to as "Agreements" and any individual contract, escrow agreement, or agreement shall hereinafter by referred to as "Agreement"), and all the avails thereof, to the Mortgagee, and the Assignor/Beneficiary does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises), to rent, lease, let, or sell all or any portion of said premises to any party or parties at such price and upon such terms,

in its discretion as it may determine, and to collect all of said avails, rents, issues, deposits, and profits arising from or accruing at any time hereafter, and all ow due, or that may hereafter become due under each and all of the said leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and of recourse and indemnity as the Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

The Assignor/Beneficiary represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more that one installment in advance and that the payment of none of the rents to accrue for any portion of said premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Assignor/Beneficiary. The Assignor/Beneficiary waives any right of set off against any person in possession of any portion of the premises. Assignor/Beneficiary agrees that it will not assign any of the rents, profits, or deposits except to the purchaser of grantee of the premises;

Nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Assignor/Beneficiary.

The Assignor/Beneficiary further agrees to assign and transfer to the Mortgagee all future leases and Agreements upon all or any part of the premises and to executed and deliver, immediately upon the request of the Mortgagee, all such further assurances and assignments in the premises as the Mortgagee shall from time to time require.

it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it hereby until and unless a default shall occur in the payment of interest or principal due under the Note secured by the Mortgage or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing said Note or the debt secured or evidenced thereby or by any extension thereof and any such default is not cured within the applicable cure period and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instrument herein mentioned.

In any case in which under the provision of the Mortgage the

Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due or, whether before or after institution of legal proceedings to foreclose the lien thereof, or before or after sale thereunder, forthwith, upon demand of the Mortgagee, the Assignor/Beneficiary agrees to surrender to the Mortgagee and the Mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may enter upon and take and maintain possession of any or any part of said premises, together with all the documents, books, records, papers, and accounts of the Assignor/Beneficiary or then owner of the premises relating thereto, and may exclude the Assignor/Beneficiary, its agents or servants, wholly therefrom and may, as attorney in fact or agent of the Assignor/Beneficiary, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage, and control the premises either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues, deposits, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer, and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Lessor/Assignor, and with full power to cancel or terminate any lease, sublease, or Agreement for any cause or on any ground which would entitle Assignor/Beneficiary to cancel the same, to elect to disaffirm any lease, sublease, or Agreement made subsequent to the Mortgage or subordinated to the lien thereof, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises that are reasonably necessary to, in its discretion, insure and reinsure the same for all risks, incidental to Mortgagee's possession, operation, and management thereof and to receive all such avails, rents, issues, deposits and profits.

Prior to taking possession of the premises, the Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability under any leases or agreements relating to said premises, and the Assignor/Beneficiary shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss, or damage which it may or might incur under any leases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or conditions contained in said leases or agreements. Should the Mortgagee incur any such liability, loss or damage under said leases or agreements, or under or by reason of

the assignment thereof, or in the defense of any claims or demands, the Assignor/Beneficiary agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses, and reasonable attorney's fees, immediately upon demand.

The Mortgagee, in the exercise of the rights and powers conferred upon it by this Assignment of Rents, shall have full power to use and apply the avails, rents, issues, deposits, and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

(a) To the payment of the operating expenses of said premises, including cost of management, sale, and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establish claim for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said premises in such condition as will, in the reasonable judgment of the Mortgagee, make it readily rentable or saleable;

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale; and

(e) Any excess to the Assignor/Beneficiary.

The Assignor/Beneficiary does further specifically authorize and instruct each and every present and future lessee or purchaser of the whole or any part of the premises to pay all unpaid rental or deposits agreed upon in any lease or Agreement to the Mortgagee upon receipt of demand from said Mortgagee to so pay the same.

It is understood and agreed that the provisions set forth in this Assignment of Rents herein shall be deemed as a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Assignor/Beneficiary" is mentioned herein, it is hereby understood that the same includes and shall be binding

upon successors and assigns (including successors by consolidation) of the Assignor/Beneficiary, and any party or parties holding title to the premises by, through, or under the Assignor/Beneficiary. All of the rights, powers, privileges, and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said Mortgage shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, and profits of the premises, or by the Assignor/Beneficiary, or until such time as this Assignment of Rents may be voluntarily released. This Assignment of Rents shall also remain in full force and effect during the pendency of any foreclosure proceedings both before and after sale, until the issuance of a deed pursuant to a judgment of foreclosure, unless indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

This Assignment of Rents is executed by CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said CHICAGO TITLE AND TRUST COMPANY, possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said leases or Agreements contained shall be construed as creating any liability on the said Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, or to keep, preserve, or sequester any property of said trust, and that all personal liability or Trustee of every sort, if any, is hereby expressly waived by said lessees and by every person now or hereafter claiming any right or security hereunder; and that so far as the said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased or sold for the payment hereof. It is further understood and agreed that the said Trustee merely holds naked legal title to the premises and has no control over or under the leases or Agreements, and under the leases and Agreements assumes no responsibility for: (a) the construction of the premises; (b) the management or control of the premises; (c) the upkeep, inspection, maintenance, or repair of the premises; (d) the collection of rents or deposits, security or otherwise, or the rental or sale of the premises; or (e) the conduct of any business

which is carried on upon the premises.

All representations and undertakings of the Assignor herein are those of the Beneficiary only, including those as to title.

In Witness Whereof, CHICAGO TITLE AND TRUST COMPANY has caused these presents to be executed as the date first written above.

CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee as aforesaid

ATTEST:

BY: _____

_____

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 5TH day of MAY, 1992, by KAREN MICHEL and LAVERNE LOGGINS, and respectively of CHICAGO TITLE AND TRUST COMPANY, Trustee under a Trust Agreement dated JANUARY 18TH, 1985 and known as Trust No. 1086012, on behalf of said Trustee.

_____
NOTARY PUBLIC

"OFFICIAL SEAL"
Alda Di Mayo
Notary Public, State of Illinois
My Commission Expires 5/10/94

92370928

X Peter Panagakis
PETER PANAGAKIS

X James Panagakis
JAMES PANAGAKIS

STATE OF ILLINOIS)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 11th day of March, 1992, by PETER PANAGAKIS AND JAMES PANAGAKIS.

Jill K. Rusten
NOTARY PUBLIC

" OFFICIAL SEAL "
JILL K. RUSTEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/24/95

92370928

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOT 1 IN BLOCK 23 AND THAT PART OF LOT 2 IN BERBECKER'S SUBDIVISION OF LOT 1 (EXCEPT THE WEST 33 FEET) AND ALL OF LOT 2 IN BLOCK 23 AFORESAID, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 AFORESAID, AND RUNNING THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF DAVID STREET TO NORTH WEST CORNER OF LOT 1 IN BERBECKER'S SUBDIVISION AFORESAID, THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1 IN BERBECKER'S SUBDIVISION AFORESAID AND SAID WEST LINE EXTENDED SOUTH, TO A POINT 20.65 FEET NORTH OF THE SOUTH LINE OF SAID LOT 2 IN BERBECKER'S SUBDIVISION AFORESAID, THENCE WEST PARALLEL TO SAID SOUTH LINE 9.04 FEET THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT 2 AFORESAID, 0.67 FEET THENCE WEST PARALLEL TO SAID SOUTH LINE, 11.80 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT AFORESAID, 3.08 FEET, THENCE WEST PARALLEL TO SAID SOUTH LINE, 24.20 FEET MORE OR LESS TO A POINT ON THE WEST LINE OF SAID LOT 2 AFORESAID, 16.90 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 2 AFORESAID, THENCE NORTH ALONG SAID WEST LINE AND THE WEST LINE OF LOT 1 IN BLOCK 23 AFORESAID, 104 FEET MORE OR LESS TO PLACE OF BEGINNING, ALL IN TOWN OF DUNTON IN THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as: 11 W. DAVIS STREET
ARLINGTON HEIGHTS, ILLINOIS

P.I.N.: 03-29-341-003-0000

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