ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undorsigned, West Roosevelt Road Corporation the ewners of the premises described on Exhibit "A" attached hereto (hereinafter called "Assignor"), do hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, soll, assign, transfer, and set ever unto METROPOLITAN BANK AND TRUST COMPANY , on Illinois tranking Corporation (horoinafter called "Analgaon), for the use and benefit of the holder or holders and owner or owners of the Note necured by the Mortgage made by Analgner to Analgnee, dated April 12, 1991 , and recorded in the Office of the Recorder of cook County, Illinois, all the rents, issues and profits now due or which may hereafter become due under and by virtue of way leans, whether written or verbal, or by virtue of any agreement for the use or occupancy of any part of maid premises, heretofore made or entered into by the undersigned or which shall horoafter be made or entered into by said Assignee, under the power horoby granted and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does horoby appoint irrovocably said Assignoo, true and lawful agent in its name and should to sollect all of said routs, issues and profits now due or which thall hereafter become due under the leasen or agreements, written or verbal, exteting or which may horoaftor extat for said premion, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such resus, issues or profits; to secure and maintain posiciation of said premisos, and to operate and manage said promines through such agent or agents as Assigned may designate; to reat, losse or let all or any portion of said promises to any party or parties at such rental and upon such terms as the said Assigned shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

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

- Exponson and attorney's foon incurred by said Assignoo, in connection with the execution of this Agreement, or which may horoafter, from time to time, be so incurred in connection therewith.
- Expenses incldent to the management and operation of said promises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may rotain.
 - Taxon and appropriate lovied against said premises.

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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 projudice to the right of the Mortgageo or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remodies 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 necured thereby.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Ronts will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note. and powers of the Assignee herounder 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 Assigned named herein.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 12th day of APRIL , 19 93.

JOSEPH C. CREDEDIO, VICE PREBIDENT HY: Joursh C. Condinated Cres

Sunty Clark's Office

PREPARED BY/MAIL TO:

Hetropolitan Bank & Trust Co 2201 West Cermale Chuago, Il 60608

UNOFFICIAL COPY

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EXHIBIT A

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH BAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSBIP 39 NORTH, RANGE 13, EAST OF THE TRIND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING SECTI.
SOUTHEAST.

347.0 FEET WE.

(D: THENCE NORTH G.
FAST LINE 248.13 FEET:

8 ABST 195.19 FEET: THENCE ..

23 FEET: THENCE NORTH 89 DEGRE..

ET: THENCE SOUTH 0 DEGREES 02 MINUTE..

ENCR NORTH 39 DEGREES 57 MINUTE.

ENCR NORTH 69 DEGREES 57 MINUTE.

IN TAYLOR. CHECAGO, IL.

16-17-413-026

C/K/A 5646 W Taylor Stud

Chuays, Sulf

Chuays, Sulf AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17 AFORESAID, WITH A LINE 347.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 17 AFORFSALD: THENCE NORTH OO DEGREES 36 MINUTES 22 SECONDS WEST PARALLEL WITH SAID FAST LINE 248.13 FEET: THENCE SOUTH 89 DEGREES 32 MINUTES 04 SECONDS WEST 135,19 PEET: THENCE SOUTH 60 DEGREES 02 MINUTES 52 SECONDS EAST 106.23 FEET: THENCE NORTH 89 DEGREES 43 MINUTES 32 SECONDS BAST 60.28 FEET: THENCE SOUTH O DEGREES 02 MINUTES 52 SECONDS EAST 141.13 FEET; THENCE NORTH 39 DEGREES 57 MINUTES 46 SECONDS EAST 77.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS 5640 W. TAYLOR, CHICAGO, II.

PIN # 16-17-413-026

State of Illinois,

County as:

Notary Public in and for said, County and State, do hereby certify that

Notary Public in and for said, County and State, do hereby certify that

We same person(s) whose name(s)

Subscribed to the foregoing instrument, appeared before me this day

Administration of the language of the said instrument are taken and seduction and in person and acknowledged that been signed and delivered the said instrument as the free and voluntary act, day of april, 1973 for the purposes and therein set forth. 1 12 Given under my hand and official scal, this My commission expires: Or Coot County Clark's Offica