UNOFFICIPALICE OPY

ASSIGNMENT OF BENTS

American National Bank and Trust Company of Chicago, as Trustee

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, 12/12/86 & brown us, Truet Agreement dated the owner(s) 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, sell, assign, transfer, and set over unto METROPOLITAN BANK AND TRUST COMPANY, whose principal place of business is at 2201 West Cermak Road, Chicago, Illinois 60608, (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of the Note secured by the Mortgage made by Assignor to Assignes, , and recorded in the Office of the Recorder July 21, 1993 ___ County, Illinois, all the rents, issues and profits now due Cook or which may hereafter become due under and by virtue of any lease, whether written or Nerbal, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignes, under the power hereby 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 abrance of any agreement, either written or oral, in respect thereto, and does hereby appoint irrevocably said Assignee, true and lawful agent in its name and stood to collect all of said rents, issues and profits now due or which shall horafter become due under the leases or agreements, written or verbal, existing or which may hereafter exist for said premises, or any portion thereof, to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain presession of said premises, and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or uny portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

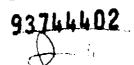
The rents, issues and profits so received by said Assignes shall be applied in such order as it may determine, on account of the following:

- Expenses and 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. :
- Expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignes, or such agent or agents as it may retain.
 - Taxes and assessments levied against said premises.
- 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 Mortgages 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.

Notwithstanding anything herein contained to the contrary, it is

COOK COUNTY, ILLINOIS 1 FILED FOR RECORD

93 AUG 16 AH 10: 33



S

UNOFFICIAL COPY

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.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the $\frac{21\text{st}}{2}$ day of $\frac{3}{2}$.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority centered upon and vectod in it is such Trustee. It is expressly understated and agreed that all of the warranties, indemnities, representation, undertaking and agreements herein made on the part of the Trustee are undertaken by it solely in the applicable are undertaken by it solely in the applicable and not personally. No personal fability or presental responsitive is assumed by as shall at any time be asserted or enforces against the Trustee on account of trustees, indemnity, representation, coverant, undertaking or agreement of the Trustee in the Instrument.

American National Bank and Trust Company of Chicago, as Trustee Under Trust Agreement dated 02/12/86 and known as Trust No. 66658.

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Jublic in and for said county, in the aforesaid state, do hereby certify that on this day personally appeared before me, P. JOHANSEN Gregory: Kasprzyk personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, and acknowledged that they signed, seuled, and delivered the said instrument as their free and voluntary act and dead, for the uses and purposes therein set forth, including waiver of all rights in benefits under and by virtue of the homestead exemption laws of this state.

Notary Public

My Commission expires:___

PREPARED BY/MAIL TO: Angie Pereda Metropolitan Bank and Trust Company 2201 West Cermak Road Chicago, Illinois 60608

MOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/27/96

93644402

EXHIBIT IN TAIRED HEREOF

Lots 57 and 58 in H. H. Walker's Subdivision of Blocks 33, 34, 47 and part of lot 48 in the South Ashland Avenue Subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Gook County,

Commanly Known as: 1608-10 W. 18th Street and 1722-24 S. Ashinnd Avanne, Chicago, Illinois P.I.N. 17-19-407-041

Property of Cook County Clerk's Office