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COOK COUNTY, ILLINOIS
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23 OCT 18 PM 1:35

ASSIGNMENT OF RENTS

93834606

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This Agreement is made this 17th day of September, 93, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

First of America Bank-Northeast Illinois, N.A.
325 N. Milwaukee Avenue, Libertyville, Illinois 60048
(the "Lender")

258

of the same date and covering the property described in the Security Instrument located at
7538 N. Waukegan, Niles, Illinois 60714

(Property Address/P.I.N. #) 10-30-326-023-0000

COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument; building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this Agreement and the Security Instrument as the "Property".

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion.

E. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to the terms of the Security Instrument and (ii) Lender has given notice to the tenant (s) that the Rents are to be paid to Lender or Lender's agents. This assignment of Rents constitutes an absolute assignment for additional security only.

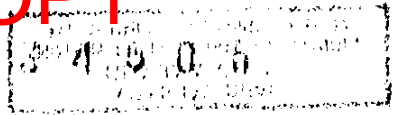
CENTENNIAL TITLE INCORPORATED

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CENTENNIAL TITLE INCORPORATED

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Property Address/P.I.N.# 10-30-326-023-0000
7538 N. Waukegan, Niles, Illinois 60714
of the same date and covering the property described in the Security Instrument located at
(the "Lender")
325 N. Milwaukee Avenue, Libertyville, Illinois 60048
First of America Bank-Northeast Illinois, N.A.
of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument")
This Agreement is made this 17th day of September, 93, and is incorporated into and shall be

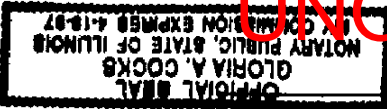
90943333

Handwritten initials/signature

COOK COUNTY, ILLINOIS
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93 OCT 18 PM 1:25
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ASSIGNMENT OF RENTS
9 3 8 3 4 9 0 6

BOX 343

UNOFFICIAL COPY



My Commission Expires:

County, Illinois

Notary Public

Gloria A. Cooks

FOA
325 N. Milwaukee
Arlington Heights, IL 60018
Attn: Loan Operator

On this 30th day of Sept., 1993, before me personally appeared John & Arni Metzinger

Borrower

Borrower

Borrower Arni Metzinger

Borrower John Metzinger

BY: *Arni Metzinger*
BY: *John Metzinger*

Agreement.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this

CROSS-DEFAULT PROVISION: Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

F. Instrument are paid in full. This assignment of Rents of the Property shall terminate when all the sums secured by the Security

application of Rents shall not cure or waive any default or invalidate any other right or remedy. Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any paragraph.

and has not and will not perform any Act that would prevent Lender from exercising its rights under this Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents of Borrower to Lender secured by the Security Instrument.

Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness If the Rents of the property are not sufficient to cover the costs of taking control of and managing the from the Property without any showing as to the inadequacy of the Property as security.

a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived then the sums secured by the Security Instruments; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Instruments; (iii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security If Lender gives notice of breach to Borrower; (ii) all Rents received by Borrower shall be held by

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COPIES OF THIS INSTRUMENT

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THAT PART OF LOT 2 LYING BETWEEN THE WEST LINE OF WAUKEGAN ROAD AND A LINE 134 FEET WEST OF AND PARALLEL WITH SAID WEST LINE OF WAUKEGAN ROAD (EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING NORTH OF A LINE DRAWN FROM A POINT IN SAID WEST LINE OF WAUKEGAN ROAD WHICH IS 37.93 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE OF ROAD WITH THE SOUTH LINE OF SAID LOT 2 TO A POINT ON SAID LINE WHICH IS 134 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF WAUKEGAN ROAD AND 30.63 FEET NORTH OF THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTH LINE OF SAID LOT 2) IN SUPERIOR COURT PARTITION OF THE NORTH 648 FEET OF THAT PART OF THE SOUTH WEST FRACTIONAL 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN THE CENTER LINE OF MILWAUKEE AVENUE AND NORTH BRANCH ROAD (OR WAUKEGAN) IN COOK COUNTY, ILLINOIS.

*prop add: 7538 Waukegan
Notes Ill 60714*

Property of Cook County Clerk's Office

**BOX
343**

93834606

0986613 Exhibit A To Real Estate Mortgage (ILLINOIS) 0591

FIRST OF AMERICA
EQUITY CORPORATION