

the surface of April 1997

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PIONEER BANK AND TRUST COMPANY AS TRUSTEE, U/T/A DATED

KNOW ALL MEN BY THESE PRESENTS, IDM 2/10/86, A/K/A TRUST #24406 (hereinafter called "First Party"), in consideration of One and 00/100 Dollar (\$1.00), to it in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereat are hereby acknowledged and confessed, does hereby assign, transfer and set over unto FIRST NATIONAL BANK OF EVERGREEN PARK, WHICH IS ORGANIZED AND EXISTING UNDER THE LAWS OF

THE UNITED STATES OF AMERICA, AND WHOSE ADDRESS IS 3101 W. 95TH ST., EVERGREEN PARK, ILLINOIS 60642

its successors and assigns, (hereinafter called the "Second Party"), all the rents, earnings, income, issues, and profits of and from the real estate and premises hereinafter described which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession, or any agreement for the use or occupancy of, any part of the real estats and premises herein after described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to it by the Second Party under the power herein granted; it being the intention hereof to 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 setate and ____. State of Illinois, and described as fallows, to wit: COOK premises in the County of _

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A"

nereby releasing and walving	all rights, it any,	of First Party under	and by virtue of the	Homestead E	remption Lans of	the State of Illinois.	Service .
This instrument is give in THOUSAND AND NO							
\$ 45,000.00	, secured t	y Mortgage to _FI	RST NATIONAL	BANK OF	EVERGREEN	PARK	

, 19 93 , and filed for record in the Office of the Recorder of Deeds of COOK as Mortgagee, dated FEBRUARY County, Illinois, 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 be accrued or may hereafter accrue under cald Mortgage, have been fully paid.

This assignment shall not become operativitur ii) a default exists in the payment of principal or interest or in the performance of the farms 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 Parly 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 convenants 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 flen of said Mortgage, or before or after any sale therein, forthwith, which demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premit as hereinabove described, or of any part thereof, personally or by its agent or attorneys, as for condition broken, and, in its discretion, may with or without or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Morigage, enter upon, take and maintain possession of all or any part of unid total estate and premises hereinabove described, together with all documents, books, works, 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 husboss thereot, either personally or by its agents, and may, at the expense of the mortgaged property, from time to time, either by purchase, repair or could until make all necessary or proper repairs, renewalls, replacements, useful alterations, additions, betterments, and improvements to the said real estate and primises 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 firms and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mongage, 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 Se on. Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem be t, 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 though, and, after deducting the expenses of conducting the bus ness thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, conferments, and improvements, and all payments. which may be made for taxes, assessments, insurance, and prior or proper charges on the said real made and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, lerks, servents, and others employed by it properly engaged and employed, for services rendered in connection with the operation, management, and control of the mongaged property and the conduct of the business thereof, and such further surns as may be sufficient to indemnify the Second Party on Inst any Ilability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party here indee, the Second Party may apply any and all monies arising as aforesaid:

- (1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said Montes at the rate therein provided (1)
- (2) To the payment of the interest accrued and unpaid on the said Note or Notes;
- (3) To the payment of the principal of the said Note or Notes from time to time remaining outstanding and unpaid;
- (4) To the payment of any and all other charges scoured 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 items 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 inure 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 or assigns, to avail itself or themselves of any of the terms, provisions and conditions of thic agreement for any period of time, at any time or times, shall not be construed or deumed 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 Modgage securing said Note shall operate as a release of this instrument. and the or the second pit to work the

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COMMERCIAL LOAN DEPARTMENT FIRST NATIONAL BANK OF EVERGREEN PARK 3101 W. 95TH STREET EVERGREEN PARK, ILLINOIS 60642

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EVERGREEN PARK	, illinois.		
The transfer of the state of th		PIONEER BARK AND TRUST CO	
	A CONTRACTOR OF THE STATE OF	U/T/A DATED 2/10/86, A/K/	A TRUST #24446
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the undersigned	a No	tary Public in and for said_County in the Sti	ste aforesaid. DO HERE
CERTIFY THAT Robert F.	Berry	Sharon Jackson	
personally known to me and known by me to be	the President and Secretary	respectively of Pioneer Bank &	Trust Co
in whose name the above and foregoing instrumen	nt is executed, appeared before	a me tura day in belaon ang acknowledged in	RETURN SIDINGS RING GRIDARS
the said instrument ar their free and voluntary a	ict and as the free and volun	tary act of said Asst Scoret	ary
as aforesaid, for the uses and purposes therein s	set forth, and the said Secreta	iry then and there scknowledged that he, as	custodian of the aurpore
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and acknowledged that		signed, seeled and deliver.	
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and waiver of the right of homestead.			
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EXHIBIT "A"

LOT 6 IN THE SUBDIVISION OF BLOCK 12 IN S.J. GLOVER'S ADDITION TO CHICAGO, A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF CHICAGO, BURLINGTON AND QUINCY RAILROAD, IN COOK COUNTY, ILLINOIS

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