93277758

(8)

KNOW ALL MEN BY THESE PRESENTS, that whereas, BANK ONE, EVANSTON, NA

a corporation organized and existing under the laws of the United States

Of America

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated December 17, 1968

and known as trust number R-1396

. in order to secure

an indebtedness of Two HUNDRED SIXTY TWO THOUSAND AND 00/100

Dollars

\$ 262,000.00

) executed a mortgage of even date herewith, mortgaging to LIBERTY FEDERAL SAVINGS BANK

the following described real estate:

THE NORTH 111 FEET OF THE WEST 27 FEET OF LOT 1 IN WILLSON AND DALE'S SUBDIVISION OF THE NORTH 1/2 OF LICK 26 IN WINNETKA, BEING CHARLES E. PECK'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 21 AND THE NORTH 1/2 OF FRACTICNAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIR', PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PERMANENT TAX INDEX

MUNBERS: 05-20-2:7-301-0000, 05-20-212-002-0000 818 ELM ST/523 23 CHESTNUT ST, WINNETKA, IL

and, whereas LIBERTY FEDERAL SAVINGS BANK is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned

BANK OFE, EVANSTON, NA

hereby assign(s), transfer(s) and set(s) over unto LIBERTY FEDERAL SAVINGS BANK, hereinafter referred to as the Bank, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Bank under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned do hereby irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and do hereby authorize the Bank to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name(s) of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Bank may do.

It is understood and agreed that the said Bank shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Bank, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Bank will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this Assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Bank may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This Assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Bank shall have been fully paid, at which time this Assignment and power of attorney shall terminate.

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Bank of its right of exercise thereafter.

This Assignment of Bents is executed by BANK ONE, EVANSTON, NA

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 BANK ONE, EVANSTON, NA hereby warrants that it posseses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said BANK ONE, EVANSTON, NA

, either individually or as

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me said note or any interest that may accrue thereon, or any indebtedness Trustee aloresaid, personally to pay accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person new or hereafter claiming any right or , either individually security hereunder, and that so far as BANK ONE, EVANSTON, NA or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by an action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, BANK ONE, EVANSTON, NA not personally but as Trustee as aforesaid, has caused these presents to be signed by its President, and its corporate seal to be hereunto affixed and attested by its A.D. 19 93 Secretary, this day of BANK ONE, EVANSTON, NA As Trustee as aforesaid and not personally Regident Assistant MICE PRESENTING SHE THESE GRANER OR LIBERTY FEDERAL SAVINGS BANK MAIL 5700 N. Lincoln Avenue TO: Chicago, IL 60659 This instrument was prepared by Liberty Federal Savings Bank, 5700 N, Lincoln Ave., Chicago, iL 60659 STATE OF ILLINOIS COUNTY OF COOK I. SUSAN G. MOCK DO HEREBY CERTIFY, THAT a Notary Public, in and for said County, in the State aforesaid, Glenda Glunz and President of BANK ONE, EVANSTON, NA Secretary of said curronation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such "Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary ac' and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the saidhaisfaint Administration and the corporate as custodian of the corporate there acknowledged that Glenda Glunz seal of said corporation, did affix said seal to said instrument as + hear own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal, this Ny Commission expires: ९ \९ Box 306 Assignment of Rents (Corporate Trustee) 93277758 TO

LIBERTY FEDERAL SAVINGS BANK

5700 N. LINCOLN AVENUE CHICAGO, IL 60659