

UNOFFICIAL COPY

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Southwest Federal Sav & L
4062 Southwest Highway
Hometown, Ill. 60438

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that BANK ONE LAGRANGE, FKA FIRST ILLINOIS BANK AND TRUST, not personally but as TRUSTEE UNDER TRUST AGREEMENT dated MAY 6, 1992 and known as TRUST NO. 10419 (the "Assignor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto Southwest Federal Savings and Loan Association of Chicago at 3525 West 63rd Street, Chicago, Illinois 60629 (hereinafter referred to as the "Assignee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases or sub-leases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy, of the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases") relating to those certain parcels of real estate situated in the County of Cook, State of Illinois, described in Schedule 1 attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases.

The Assignment is made and given as collateral security for, and shall secure the payment in full and the performance of all obligations, covenants, promises and agreements contained herein in the Mortgage ("Mortgage"), and in any and all security agreements from the Assignor to the Assignee dated contemporaneously herewith ("Security Agreements").

The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under the Leases, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

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COOK COUNTY, ILLINOIS

CLERK OF COURT

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BOX 333

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The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the said Mortgage, or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage, or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suits to foreclose the liens of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

This Assignment shall be assignable by the Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby.

Dated as of this 2nd day of August, 1993

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

Bank One, Chicago, NA as successor by merger with

Assignor: BANK ONE LAGRANGE
F/K/A FIRST ILLINOIS BANK AND
TRUST, not personally but as
T/U/T AGREEMENT dated May 6,
1992 and known as TRUST NO.
10419

By [Signature]
Its Trust Officer

It is expressly understood and agreed by and between the parties hereto, that the undersigned hereby certifies that the foregoing is a true and correct copy of the original instrument as presented to the undersigned for recording and that the undersigned is duly qualified to perform the duties of a Secretary and is not acting as a scrivener.

(SEAL)

ATTEST:

ITS

[Signature]
Pro Secretary

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

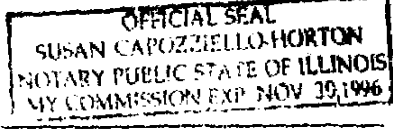
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that LYNDA FUNCOCHAR ~~NA as successor~~ ~~Vice President~~ Trust Officer of Bank One, Chicago

by merger / One LaGrange, F/K/A First Illinois Bank & Trust an National Association, and Illana Grimm, Pro Secretary, of said with Bank / Bank One LaGrange, F/K/A First Illinois Bank & Trust, personally know to me to be the same persons whose name are subscribed to the foregoing instrument as such Pro Secretary and, ~~Vice President~~ Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank One LaGrange, F/K/A First Illinois Bank & Trust, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of August, 1993.

Susan Capozziello-Horton
Notary Public

My Commission Expires:



This Document was prepared by:
Mary A. McNally
Corporate Secretary
Southwest Federal Savings and Loan Association of Chicago
4062 Southwest Highway
Hometown, Il. 60456

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LEGAL DESCRIPTION

THE WEST 120 FEET (MEASURED ON THE NORTH LINE) EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTHWESTERLY LINE OF THE SOUTHWEST HIGHWAY AND EXCEPT THE NORTH 500 FEET THEREOF OF THE WEST 100 ACRES (EXCEPT RAILROAD) OF THE FOLLOWING TRACT OF LAND: THE NORTHEAST 1/4 AND THE EAST 50.97 ACRES OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 27-31-100-014 AND 27-31-100-015

PROPERTY ADDRESS: 177TH & SOUTHWEST HIGHWAY
ORLAND PARK, ILLINOIS 60462

Property of Cook County Clerk's Office

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