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ASSIGNMENT OF RENTS

EVERGREEN BANK

FIRST NATIONAL BANK OF EVERGREEN PARK 4900 WEST 95TH STREET OAK LAWN, IL 60453

This Assignment of Reats made this 20th day of April , 19 94 .

KNOW ALL MEN BY THESE PRESENTS that Cole Taylor Bank, U/T/A Dated August 8, 1985,

A/K/A Trust #4426

(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 whereof are hereby acknowledged and confessed, does hereby assign, transfer and set over unso

FIRST NATIONAL BANK OF EVERGREEN PARK,

existing under the laws of the United States of America, its successors and assigns (hereinafter called the "Second Party"), all the rems, 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, whethe, willian or verbal, or any letting of, possession, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party tray 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 her in pranted: it being the intention hereof to make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, carnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate and premises in the County of Cook _ State of Eller is and described as follows, to wit:

LOTS 32, 33, 34 AND 35 (EXCLPT THAT PART OF SAID LOTS 32, 33, 34 AND 35 TAKEN FOR CICERO AVENUE IN CASE 64L19415) IN BLOCK 1 IN FREDERICK H. BARTLETT'S MARQUETTE HIGHLANDS OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEP' THAT PART TAKEN FOR WIDENING OF CICERO AVENUE), IN COOK COUNTY, ILLINOIS.

PIN 19-21-207-025-0000

19-21-207-026-0000 19-21-207-027-0000 19-21-207-028-0000

Property Address: 6330 South Cicero Avenue, Chicago, IL 60638

herrby releasing and waiving all rights, it any, of First Party under and by virtue I th. Homestead Exemption Laws of the State of Illinois.

This instrument is given to secure payment of the principal sum and the interest of or spon a certain loan for Two Hundred Fifty Thousand) secured by Mortrage to FIRST NATIONAL BANK OF EVERGREEN PARK, 4927 WEST 95TH STREET, OAK LAWN, II LINGIS 60433 , and filed for record in the Office of the Recorder of Deeds of COOK County, Illinois, conveying as Mortgagee, dated April 20, 1994 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 accused or may hereafter accuse under said Mortgage, have been fully paid

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms 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 Party as the absolute assignce of the rents, issues, and prof a of said real estate and premises above described, and by way of enumeration only, First Party hereby coverants 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 winediately due in accordance with the terms of said Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage, a before or after any sale therein, forthwith, upon demand of Jecond Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by its agent or attorneys, as for condition broken, and, in its subject in, may with or without force and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Mortgage, enter upon, take and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records 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 assigned rather sharing ment. hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents, and may, at the expense of the mortgaged prope ty, from time to time, either by purchase, repaid or construction make all necessary or proper repairs, renewals. replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises 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 times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebteeness secured by said Mortgage, and may careel 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 Second 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 best, 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 thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, bettermints, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Second Party hereunder, the Second Party may apply any and all monies arising as aforesaid:

This instrument was prepared by: I Mail 701 FIRST NATIONAL BANK OF EVERGREEN PARK **Business Backing Center** 4900 W. 95th Street Oak Lawn, Illinois 60453 RETURN TO: BOX 223

BGW 233-CT

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ASSIGNMENT OF RENTS PAGE 2 OF 2

- (1) To the payment of interest on the principal and overdue interest on the Note or Notes secured by said Mortgage, at the rate therein,
- (2) To the payment of the interest a:crued 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 secured 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 bereof shall be binding upon and insire 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 this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any or 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 you itions bereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

The payment of the Note and releast of the Mortgage securing said Note shall operate as a release of this instrument.

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IN WITNESS WHEREOF.	the under, signed have signed this Assigna	ment of Reats on the day a	nd year first above written at Oa'	k lawn .
Minris.	CAY	•		
Cole Taylor Bank, A/K/A Trust 44426	U/T/A pered August 8,	1985,	BELIEFT CASE	
By: LAND TRUST	AK Jus ell	Pid statement unduration and in materialistics that seem and of Agricultures in the case of the case for semiliary countries, indicate that and the fact of a decision.	gradi. De and itoevan he banas ha je jaranaj. Udili bilannish av krommilista, jirangili kiliji ati bili se innah av krommilista, jirangili kiliji ati bili se innah av kilipin guponi, jiriti kiliji ati garan innah memilika kiliji kiliji kiliji kiliji ati innah memilika najaran innah se sanah jirangili kiliji	on many make the language of the second seco
Accest: UNICAL Land Trust	Administrator	Some Profession for the percent of a fire of the percent of the pe	in the matter of the strategy and in any line production of the strategy and the strategy a	Antonia de la financia de la companya de la company
STATE OF ILLINOIS) SS. COUNTY OF COOK)		4	Mar trick was	
the un	dersigned			
l,		a Notaly Public in and for	said county in the state aforesaid, E	O HEREBY CERTIFY THAT
Sandra T.	Russell Land Trust of	fficer and declared	Constance E. Considi	ne
•	wn by me to be the President and Secreti		Trust Administrator	COLE TAYLOR BANK
	regoing instrument is executed, appeared if as the free and voluntary act of said		on and acknowledged that they sign Administrator	ed and delivered the said instrument
•	rposes therein set forth, and the said Secr) 	composate seal of said
Land Trust Ad		ىل	did affir the	said corporate seal to said
instrument as his free and volunt	ary act and as the free and voluntary act	of maidCOLE_TA	YLOR BANK	<u></u>
as aforesaid for the uses and purp	poses therein set forth.			
			10.	
GIVEN under my hand and nota	rial seal this <u>20th</u> day of <u>April</u>	L, 19 <u>_94</u> .		
			· /T /	
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Lana. A	Hack			OFFICIAL STAL
7/0-00	Notary Public	•	My commission expire	TARY PURE SHACH
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				DISPLISATION EXP. FORE 12.1995
STATE OF ILLINOIS)				CAE 12.1995
COUNTY OF COOK)				Ö
i.		Notary Public in and for	said county in the state aforesaid, D	O HEREBY CERTIFY THAT
			to me to be the same person(s) who	
to the foregoing instrument, appe	ared before me this day in person and acl	knowledged that		
signed, sealed and delivered the s	aid Instruments as		free and volumes	ry act, for the uses and purposes
therein set forth, including the rel	ease and waiver of the right of homestead	d.		
CD/EN water and hard and amount	ial scal this day of	10		
GIVEN under my namu and nour	all seal offs day of			
			My commission expires	
	Notary Public			