THIS INSTRUMENT WAS PREPARED BY NOFFICIAL CO Benjamin D Debrei

FIRST BANK AND TRUST CO. OF ILLINGIS 300 EAST NURTHWEST HWY. PALATINE, ILLINOIS 60067

94393226

Palatine, Illinois	APRIL 27	. 19_94
PAURINE, MINOS		

Rnow all Men by these Presents, that the first bank and trust company of Illinois, (formerly nown as First Bank & Trust Co., Palatine, Illinois) an Illinois Banking Corporation, not personally but as a Trustee under the provisions of a Deed

or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated APRIL 27, 1994

, hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and known as trust number [0-[816] and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto FIRST BANK AND TRUST COMPANY OF ILLINOIS

300 E. NORTHWEST HIGHWAY

PALATINE, IL. 60067

PALATINE; IL. 00007
its successors and assizes (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 of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which caid First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it, it being the intention hereof to hereby make and establish an absolute transfer and analgmment of all lack beases and agreements and all the rents, earnings, issues, income, and profits thercunder, unto the Second

COOK ..., and described as follows, to-wit: Party herein, all relating to the real estate and premises situated in the County of \_\_\_\_

LOTS 54, 55, 56 AND 57 IN CHARLES TOELLE'S ADDITION TO CHICAGO, A SUBDIVISION OF PART OF LOTS 32 TO 36 JECLUSIVE IN BOWMANVILLE ADDITION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUR SOUNTY, ILLINOIS.

COMMONLY KNOWN AS 4930 NORTH LANCOLN AVENUE, CHICAGO, IL. 60625

P.I.N. 13-12-415-049

FIRST BANK & TRUST CO. OF ILLINOIS 300 E. MORTHY/EST HIGHWAY PALATINE, ILLINOIS 60067



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This instrument is given to secure payment of the principal sum of TWO HUNDRED S IVE ITY THOUSAND FIVE HUNDRED AND NO/100 (\$270,500.00) Dollars, and interest upon a certain loan secured by TORK PRINCETGAGE TO FIRST BANK, AND TRUST COMPANY OF ILLINOIS

veying 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 have accrued or may hereafter accrue under said trult deed, have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest of in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the Note secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and p.off is of said real estate and premises above described, and by way of enumeration only. First Party increby covenants and agrees that in the event of any default by the First Party under the said trust deed above described, the First Party will, whether before or after the note or notes secured by add trust deed is or are declared to be immediately due in accordance with the terms of said trust deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said trust deed, or before or after any sale therein, forthwith, upon demand of Second 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 agents or attorneys, as for condition broken, and, in its discretion, may with or without force and with or without process personally or by its agents or attorneys, as for condition broken, and, in its discretion, 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 trust deed, 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 assignee under this assignment, 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 property, from time to time, either by purchase, repair, 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 fulcious, 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 indebtedness in such parcels and may cannel any lease or sub-lease for any cause or or any emund which would entitle the First Party to cancel 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 indebtedness secured by said trust deed, and may cancel any lease or sub-lease 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, alterstions, additions, betterments, 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 moneys arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on the note or note; (2) To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the interest accrued and unpaid on the said note or notes; (3) To the payment of the content of time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said trust deed 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 (5), to the First Party.

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This instrument shall be assignable by Assignee, 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 (allure 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 construct or easigns shall have full right, power and or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or easigns 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.

This Assignment of Rents is executed by the First Bank and Trust Company of Illinois not personally but as Trustees or time inserting the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Bank and Trust Company of Illinois, possesses full open yours and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in asid principal or interest notes or any interest that instrument), and it is expressly understood and agreed that nothing herein or in asid principal or interest notes or any interest that may accure the said first party or on asid First Bank and Trust Company of illinois personally to pay contained all auch liability, it say, being expressly waived by said party of the second part and by every person now or hereafter circumpationed, all such liability, it say, being expressly waived by said party of the second part and by every person now or hereafter circumpations are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereon and the enforcement of the lies hereby created, by the enforcement of the lies hereby created. The payment of the note and release of the Trust Deed securing said note shalt ipso facto operate as a release of this instrument.

IN WITNESS VI IEREOF, the First Bank and Trust Company of Illinois, not personally but as Trustee as adoresaid, has caused these presents

			COMPANY	Rents
Notary Public	VOHETE L. BISHOV	<del></del>	25-1-52 SITTIMOR	ONLSTONE SEVEN
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his one whose names are subscribed to the Trust Officer, respectively, appeared before felivered the said instrument as their own her a stories as aforesaid, for the uses her and there acknowledged that the Trustee as the said shall be said instrument in the said said purposes therein feresaid, for the uses and purposes therein	instant I rust Office. And Assistant bound sign of and be and be and be tree and voluntary. The first Officer I has so said bank, did affix the correct of said Bank, did affix the correct	eA hous es fraministri yerson and ackrive oriuniary act afformite tan of the corporate se	gniogasol b zidi əm i bna əərl iqnuq bna balgisi za	
Assistant Trust Officer	D. DOBRET	BENTYMIN		
aforesaid, Do Hereby Certify, that	bi KAI LTOWSKI  E Sid County, in the State		Creson e 166 1	COUNTY OF COOK
	94393226	LI :E Ha	Figure 1 and	
Trust Offices	15311.	<b>ទ</b> ៅភិទ្ធការ	A1 v lád váð <b>o</b>	
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RUST COMPANY OF ILLINOIS	•		0,5	Ç.
by its Assistant Trust Officer, the day and	d bateatts bas baxilts otnuared ed	l ot lase stanogrop eti l	ant Trust Officer, and	to be signed by its Assi. I yest first above writer.

UNOFFICIAL COP'

FIRST BANK and TRUST

Palatine, Illino OF ILLINOIS

as Trustee

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