## UNOSSIGNMENT LA LA COPY

95653510

Barrington, Illinois September 15, 19 95

K	now	all	Men	by th	jese }	Presen	<b>15</b> , that	Harris	Bank Pa	alatine. of Palái	N.A. f/k/	'a Suburb	an
_		, a Nat	onal Bankir	ig Associati	on, not per	sonally but as	Trustee und	der the pr	ovisions o	of a Deed o	r Deeds in T	rust duly	
recor	rded and o	letivered	to said Bank	in pursuane	e of a Trus	t Agreement	dated	Februa	ry 24.	1989	and I	known as	
	ust numbe	E #	70			or), in conside							
				eipt and su	fficiency w	hereof are he	reby acknow	wledged.	does here	by assign.	transfer and	sci over	
			ris Bank	-	-		-	-		-	called the A		
						nd from the re							
and v	which may	y hereafte	r become di	ue, payable	or collectit	ole under or b	y virtue of a	ny lease.	whether v	written or c	oral, or any l	etting of,	
						of any part of							
						reafter make ts, earnings an							
of the	e following	describ.	d real estate	and premis	es to which	the beneficiar	ies of Assign	or's said	trust may	be entitled;	it being the	intention	
hered	of to make	and esta	blish hereby	an absolut	e t <b>r</b> ansfer a	nd assignmen	it of all such	leases ar	nd agreem	ients and a	ll the rents, o	earnings,	
		•			e Assignee	herein, all re	lating to the	e real est	ate and p	remises sit	uated in the	County	
of	COOK	and descr	ibed as follo	ws, to wit:									
PAR	CEL 1:	THE W	EST 120	FEET OF	LOT 7	IN ARTHU	R T. MCI	INTOSH	AND C	OMPANY '	S PALAT	INE	
FAR	MS. BE	ING A	SUBDIVIS	SION IN	THE WES	ST HALF O	F THE SO	OUTHWE	ST QUA	RTER OF	SECTION	N 15,	
TOW	NSHIP 4	42 NOR	TH, KANO	SE 10 EA	IST OF T	THE THIRD	PRINCIP	PAL ME	RIDIAN	, IN CO	OK COUN	ŢΥ,	
ILL	INOIS,	EXCEP	TING FF	M THE A	BOVE DE	SCRIBED	PARCEL,	TAKEN	AS A	WHULE,	THE WES	1 1/	
FEE	T THER	EOF (E	XCFb1 LE	16 E (S)	16 FEE1	OF THE	S001H 93	3.21 F	EE1.				
DAD	CEL 3.	THE H	ECT 120	EEC OF	THE NO	RTH 164.	70 FEET	GE LO	TRIN	<b>ДРТНИВ</b>	T MCT	HZOTA	
AND	COMPA	ITIC W	ALATINE	FADMS	REING A	SUBDIVI	SION IN	THE W	FST HA	LEOF TH	F SOUTH	WEST	
OUA	RTER O	F SECT	ION 15.	TOWNSH!	2 42 NO	RTH, RAN	GE 10 EA	AST OF	THE T	HIRD PR	INCIPAL	.,,	
MER	IDIAN.	IN CO	OK COUN	ry, ILLI	NOIS, E	XCEPTING	FROM TH	E ABO	YE TOES	GP I BEDT	PARCEL.,	TAKEN	\$23.50
			WEST 11					. 1	\$0003	TRAN 46	31 09/27.	/95 11:2	26:00
	NO. 02							3	<b>♦</b> 7032 <b>4</b> COOK		RECORDER	-653	510
1 114	140. 02	. 13-3	00 010			$\Omega_{\star}$		. 0		PENALTY	in conven		\$20.00

This instrument is given to secure payment of the principal sum of _	TWO HUNDRED TWENTY FIVE THOUSAND AND
NO/100	(\$225,000.00) Dollars, and interest upon a
certain loan secured by Mungage or Trust Deed to Harris	40
as Trustee or M	September 15, 1995
and recorded in the Recorder's Office or Registered in the Office of the estate and premises hereinabove described. This instrument shall remain all other cost and charges which may have accrued or may hereaf	e Registrar of Titles of the above named County, conveying the real nain in full force and effect until said loan and the interest thereon,

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

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues at G profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Mortgage is on are declared to be due in accordance with the terms of said Trust Deed or Mortgage, or whether before or after the institution (f an) legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be finited to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and may, with or without force, and with or without process of law, and without any action on the proof the holder or holders of the indebtedness secured by said Trust Deed or 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 relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alteraitons, additions, betterments and improvements to the said real estate and premises as 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 may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Morigage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as to the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, 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 Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation, management, and control of the morigaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Assignee 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 Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

(1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

THIS INSTRUMENT WAS PREPARED BY

NAOMI WHITE
HARRIS BANK BARRINGTON N.A.
201 S. GROVE AVE.
BARRINGTON, ILLINOIS 60010

2350

THIS ASSIGNMENT OF RENTS, is executed by Netform! Bank of Palatine, N.A. Suburban not personally but as Trustee a storestide, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Note or Notes contained shall be construed as creating any liability of Harris Bank Palatine, N.A. per sonally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or covenant either express or implied herein contained, all such liability, if sany, being herein or interein contained, all such liability, if sany being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereinn contained, all such liability, if sany, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereinn or about hote or Notes and the owner or owners of any it debt direst such by anyone making any claim hereunder shall look solely to the trust property herein or owners of any it debt direst assigned for the payment thereof, by the enforcement of the iten hereby and by said Trust Deed or Mortgage created, in the in the freting and in said Trust Deed or Mortgage and Note or Notes provided.

Note of the rest in the reference of the payment thereof, by the enforcement of the iten hereby and by said Trust Deed or Mortgage created, in the in the freting and in said Trust Deed or Mortgage and Note or Notes provided.

Described and to the provided by A Autroparty and the provided or the payment payment with the provided by the said Trust Bank Balatine. A Autroparty herein and in said Trust Bank Balatine. A Autroparty herein and in said Trust Bank Balatine. A Autroparty herein and the provided by the said Trust Bank Balatine. A Autroparty and the said Trust Bank Balatine.

not personally but as Trustee as aforesaid, has caused and its corporate scal to be hereunto affixed and attested by its

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

The failure of Assignee, or any of the agents, auccessors or assigns of the Assignee to enforce any of the terms, provisions and conditions of this agreement for any period of time, at any times, successors or assigns of the Assignee shall have full right, power and under the terms hereof but said Assignee or the agents, autorneys, successors or assigns of the Assignee 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

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.