96683855

DEPT-01 RECORDING

\$31,00

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COOK COUNTY RECURDER

assignment of rents

19 96 between ****** SIGNALE IT OF RENTS made this 5TH day of SEPTEMBER 我我我我没有我的我们我我我们的我们的,我们是有的人的人,我们就会我们我的我们的我们的,我们就是我们的我们的,我们也不会有什么,我们的我们的,我们就是这一个人,我

("Borrower") and First National Bray of Evergreen Park ("Lender"), a National Banking Association, whose address is 4900 West 95th Street, Oak Lawn, Illingia 60453.

WHEREAS, Borrower is indebted to lender in the principal sum of ONE HUNDRED SIXTEEN THOUSAND, (\$ 116,250.00******************* which indebtedness is evidenced by a note ("Note") of even date herewith and it secured by a mortgage ("Mortgage") to First National Bank of Evergreen Park, 4900 West 95th Street, Oak Lawn, Illinois 60453, as Mortgagee, deted SEPTEMBER 5, 1990, recorded in the Office of the Recorder of COOK County, Illinois and encumbering the real estate and preruses hereinafter described:

NOW, THEREFORE, to secure (i) the payment of the ivote, with interest thereon, (ii) the payment of all other sums, with interest thereon, advanced in accordance with this Assignment of Rents ("Assignment") and (iii) the performance of the covenants and agreements of the Borrower contained in the Note, Morrage and Assignment, the Borrower does hereby assign, transfer and set over unto the Lender all rents, carnings, income, issues, profits and revenues of and from the real estate and premises hereinafter described, which are now due and which hereafter become due, payable or collectible under or by virtue of any lesse(s) or sublease(s), whether written or verbal or any letting of, pessession of or any agreement for the use or necupancy of all or any part of the real estate and premises hereinafter described, which the Borrower has heretofore made or agreed to, which the Borrower hereafter makes or agrees to or which the Lender makes or agrees to under the power(s) and right(s) herein granted. By executing this Assignment, the Borrower has consented to and expressed an intention to make and establish an absolute transfer and assignment unto the Lender of all such leases, subleases and agreements and all the rents, carnings, issues, income, profits and revenues thereunder, all relating to the following described real estate and premises (collectively, "Premises") located in COOK _County, Illinois:

See Exhibit "A", attached hereto and made a part hereof, for legal description.

Further, the Borrower hereby releases and waives all of its rights, if any, under and by virtue of the homestead exemption laws of the State of Illinois.

IT IS FURTHER UNDERSTOOD THAT:

The rights of the Lender under this assignment shall not become operative until a default exists in (i) the payment of principal, interest or other charges due under the Mortgage or Note or (ii) the performance of the terms or conditions contained in the Mortgage or the Note; and this Assignment shall remain in full force and effect until the Note, with interest thereon, and all other costs and charges which have accrued and/or hereofter may accrue under the Morigage aud/or this Assignment have been paid.

THIS INSTRUMENT WAS PREPARED BY: FIRST NATIONAL BANK OF EVERGREEN PARK 4900 West 95th Street Oak Lawn, Illinois 50453

AFTER RECORDATION, RETURN TO: FIRST NATIONAL BANK OF EVERGREEN PARK 4900 West 95th Street Oak Lawn, Illinois 60453

BOX 333-CTI

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assigned of the rents, earnings, income. issees, profits and revenues of the Premises and by way of enumeration only, Borrower hereby covenants and agrees that in this event of a default by the Borrower as set forth above in Paragraph I and upon demand of the Lender, whether said demand is made before or after the Note is declared to be immediately due and payable, the Borrower will surrender the Premises to the Lender. In its discretion and with or without force, process of law and/or any action on the part of the holder or holders of the Note, the Lender or the Lender's agent(s), attorney(s), successor(s) or assign(s) may (i) enter upon, take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers and accounts of Borrower resting thereto; (ii) exclude the Borrower, its agent(s) and/or servant(s), wholly from the Premises and all of the abovereferenced documents, books, records, papers and accounts; (iii) in its own name, as assignee under this Assignment, hold, offerate, manage and control the Premises and conduct the business thereof; (iv) at the expense of the Premises, from time-totime, either by purchase, repair or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as Lender shall deem proper. (v) insure and reinsure all or any part of the Fremises along with all alterations, additions, betterments and improvements thereon/thereto; (vi) lease all or any part of the Premises in such purcels, for such times and on such terms as Lender shall deem proper, including leases for terms capiring beyond the maturity of the indebtedness secured by the Mortgage; (vii) cancel any lease(s) and/or subjesse(s) of all or any part of the Premises for any cause or on any ground for which the Borrower would otherwise be entitled to cencel said lease(3) or sublease(s), and in every such case the Lender shall have the right to manage and operate all or any part of the Premises and to carry or the business thereof as Lender shall deem proper, and (viii) collect and receive all rents, carnings, income, usues profits and revenues of all or any part of the Premises.

After deducting the expenses of conducting the business of the Premises (as set forth above and including, but not limited to the following: costs and expenses of all maintenance, repairs, alterations, additions, betterments and improvements of/to all or any part of the Premises; the costs and expenses arising out of, associated with, relating to or resulting from taxes, resessments, insurance and any and all other costs charged against all or any part of the Premises; reasonable attorneys fees and court costs arising out of, associated with, relating from the exercise by the Lender of its rights under this Assignment; all other costs and expenses in any way arising out of, associated with, relating to or resulting from the Lender's operation, management and control of the Premises; and such sums as may be sufficient to indomnify the Lender from and against any and all liability, less and damage resing out of, associated with, relating to or resulting from the exercise by the Lender in good faith of any of its rights and powers ander this assignment), the Lender may apply any and all monies arising hereunder as follows:

- (i) To the payment of the interest accrued part unpaid on the Note or notes:
- (ii) To the payment of the principal of the Note of notes from time to time remaining unpaid;
- (iii) To the payment of any and all other charges secured by or created under the Note or notes, the Mortgage and/or this Assignment; and
- (iv) After the payment in full of the items referred to above in (i), (ii) and (iii) of this Paragraph 2, to the payment of the balance, if any, to the Borrower.
- In the event the Lender exercises its right(s) hereunder, as a result of the Borrower's default (as set forth above in Paragraph 1), to receive any or all of the tents, earnings, issues, income, profits and revenues of the Premises and upon written notice thereof from the Lender to the Borrower and to any and all lessee(s) ("Lessee(s)") of the Premises, the Borrower shall direct the Lessee(s), in writing, to pay all subsequent rents, earnings, issues, income, profits and revenues directly to the Lender, at the following address:

First National Bank of Evergreen Park 4900 West 95th Street Oak Lawn, Illinois 60453.

Notice given pursuant to this Paragraph 3, shall be (i) sent by regular mail to the last known address of the Borrower and to the last known address(es) of the Lessee(s) and (ii) effective when mailed. Within five (5) days of mailing, the Borrower shall provide the Lender with copies of all notices/directions mailed to the Lessee(s) pursuant to this Paragraph 3. In the event, the Borrower fails or refuses to direct the Lessee(s) in writing as provided for herein, then the Lender may provide such written netice/direction to the Lessee(s) and said notice/direction shall be as effective as if provided by the Borrower. However, notwithstanding the foregoing, the inability of the Lender to provide notice to the Borrower and/or the Lessee(s), as provided for in this Paragraph 3, shall not in any way impair the Lender's rights under this Assignment.

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- This Assignment shall be assignable by Lender, and all of the terms and provisions hereof shall be binding upon find inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the faction hereto.
- 5. The fadure of Lender or any of its agent(s), attorney(s), successor(s) or assign(s) to avail itself or themselves of any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be beconstrued or deemed to be a waiver of any of its or their rights under the terms hereof; and the Lender and its agent(s), factorney(s), successor(s) and assign(s) shall have full right, power and authority, at any time or times, to (i) enforce this Assignment and any of the terms, provisions and conditions hereof and (ii) exercise the powers hereunder.
- 6. The payment of the Note and release of the Mortgage securing said Note shall operate as a release of this Assignment.
- 7. This Assignment shall be governed by the law of the jurisdiction in which the Premiers are located. In the event one or more of the provisions contained in this Assignment shall be prohibited or invalid under applicable law, such provision(s) shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision(s) or the remaining provisions of this Assignment. Further, in all cases where there is more than one Borrower, the word "Borrower" whenever and herein shall be construed to mean Borrowers and the necessary grammatical changes shall be assumed in each case as though fully expressed.

IN WITNESS WHEREOF, the Borro	wer has signed this Assignment of Rents on the date first above written at
AMBASSADORS FOR CHRIST CHURCH, AN ILLINOIS NOT-FOR-PROFIT CORPORA	T'10t'
By: Joseph Janto C. JOSEPH STANDORD	% C
Its: PRESIDENT	
ZEOLIA GOBDON Its: SECRETARY	- C/2
	76
	Co

28597~44203 Loan No.

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JOSEPH STANFORD	PRESIDENT	of Ambassadors for cerist
CHURCH	a(a) ILLINOIS NOT-FOR-PROFIT	corporation, and ZEOLIA GORDON
afore me this day in purson organization, they signed, see led	SECRETARY whose names are subscribed to the foregoing instrand acknowledged that being thereunto duly au and delivered said instrument as their free and uses and purposes therein set forth.	thorized by the board of directors of a
Given under my hand sad nou	arial sear this STH day of SEPTEMBE	
Vila am	anthy My commissi	V'CKIE A. McCARTHY hilic, State of Illinois y Commission Expires 3/18/99 on expires
Notacy Public	T COUNTY C	

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EXHIBIT "A"

+ CANADA CONTRACTOR OF THE CON

ATTACHED TO AND MADE A PART OF THIS ASSIGNMENT OF RENTS DATED SEPTEMBER 5, 1996 BETWEEN	
DATED SEPTEMBER 5, 1996 BETWE AMBASSADORS FOR CHRIST CHURCH, AN ILLINOIS NOT-FOR-PROFIT CORPORATION	
AND FIRST NATIONAL BANK OF EVERGREEN PARK.	~~~
LOT 36 (EXCEPT THAT PART TAKEN FOR STREET) AND THE WEST 1 7/12 FOR LOT 57 (EXCEPT THAT PART TAKEN FOR STREET) IN BLOCK 16 IN LEE AND OTHERS SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSRIE 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.	
O _F Co	
of County.	
TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.	

PERMANENT INDEX NUMBER: 16-12-323-021-0000

PROPERTY ADDRESS: 2826 WASHINGTON ROULEVARD
CHICAGO, ILLINOIS 60612

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