. DEPT-01 RECORDING

\$29.00

T#0012 TRAN 3381 12/16/96 11:39:00

#8593 + CG x-96-947803

COOK COUNTY RECORDER

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS made this 13TH day of DECEMBER YOUTH EMPIRE SERVICE, AN ILLINOIS NOT-FOR-PROFIT CORPORATION----("Borrower") and First National Park of livergreen Park ("Lender"), a National Banking Association, whose address is 4900 West 95th Street, Oak Lawn, Illinoir 60453. WHEREAS, Borrower is indel ted to Lender in the principal sum of TWO HUNDRED EIGHT THOUSAND AND NO/100THS-----(\$ 208,000,00-----) which indebtedness is evidenced by a note ("Note") of even date herewith and is secured by a mortgage ("Mortgage") to Firs (National Bank of Evergreen Park, 4900 West 95th Street, Oak Lawn, Illinois

50453, as Mongagee, dated DECEMBER 13, 1916, recorded in the Office of the Recorder of COOK

NOW, THEREFORE, to secure (i) the payment of the Note, with interest thereon, (ii) the payment of all other sums, with interest thereon, advanced in accordance with this Assignment of Reuts ("Assignment") and (iii) the performance of the covenants and agreements of the Borrower contained in the Note, Mort tage and Assignment, the Borrower does hereby assign, transfer and set over unto the Lender all rents, earnings, income, issues, profits and revenues of and from the real estate and premises hereinafter described, which are now due and which hereafter accome due, payable or collectible under or by virtue of any lease(s) or sublease(s), whether written or verbal or any letting of possession of or any agreement for the use or occupancy 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 Lewier makes or agrees to under the power(s) and right(s) herein granted. By executing this Assignment, the Borrower has consenting to and expressed an intention to make and establish an absolute transfer and assignment unto the Lender of all such leases, sublemen and agreements and all the rents, carnings, issues, income, profits and revenues thereunder, all relating to the following desented real estate and premises (collectively, "Premises") located in <u>COOK</u> County, Illinois:

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

County, Illinois and encumbering the real estate and premises hereinafter described:

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:

URTHER UNDERSTOOD THAT:

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

ENT WAS PREPARED BY:

[AL BANK OF The Parent of the homestead exemption laws are represented and the performance of the terms or ined in the Mortgage or the Note; and this Assignment shall remain in full force and effect until the Note; and all other costs and charges which have accrued and/or hereafter may accrue under the Note; and all other costs and charges which have accrued and/or hereafter may accrue under the Note; and all other costs and charges which have accrued and/or hereafter may accrue under the Note; and all other costs and charges which have accrued and/or hereafter may accrue under the Note; and all other costs and charges which have accrued and/or hereafter may accrue under the Note; and all other costs and charges which have accrued and/or hereafter may accrue under the Note; and all other costs and charges which have accrued and/or hereafter may accrue under the Note; and all other costs and charges which have accrued and/or hereafter may accrue under the Note; and all other costs and charges which have accrued and/or hereafter may accrue under the Note; and the Note account to 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 hereafter may accrue under the Mortgage and/or this Assignment have been paid.

THIS INSTRUMENT WAS PREPARED BY: FIRST NATIONAL BANK OF EVERGREEN PARK 4900 West 95th Street Oak Lawn, Illinois 60453

FIRST NATIONAL BANK OF EVERGREEN PARK 4900 West 95th Street Oak Lawn, Illinois 60453

BOX 333-CTI

Without limitation of any of the legal rights of Lender as the absolute assignee of the rents, earnings, income. issues, profits and revenues of the Premises and by way of enumeration only, Borrower hereby covenants and agrees that in the event of a default by the Borrower as set forth above in Paragraph 1 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 relating thereto: (ii) exclude the florrower, 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, operate, 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 Premises along with all alterations, additions, betterments and improvements thereon/thereto; (vi) lease all or any part of the Premises in such parcels, for such times and on such terms as Lender shall deem proper, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage; (vii) cancel any lease(s) and/or sublease(s) of all or any part of the Preprises for any cause or on any ground for which the Borrower would otherwise be entitled to cancel said lease(s) 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 on the business thereof as Lender shall deem proper; and (viii) collect and receive all rents, earnings, income, issues profits and regenues of all or any part of the Premises.

After deducting the e. penses 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 Provises: the costs and expenses arising out of, associated with, relating to or resulting from taxes, assessments, 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 to or resulting 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 indemnify the Lender from and against any and all liability, loss and damage or sing out of, associated with, relating to or resulting from the exercise by the Lender in good faith of any of its rights and powers under this assignment), the Lender may apply any and all monies arising hereunder as follows:

- To the payment of the interest accrued a id inpaid on the Note or notes: (i)
- To the payment of the principal of the Note of notes from time to time rentaining unpaid; (ii)
- To the payment of any and all other charges secured by or created under the Note or notes, the (iii) Mortgage audior this Assignment; and

After 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 rents, 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 fessee(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:

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 tails or refuses to direct the Lessec(s) in writing as provided for herein, then the Lender may provide such written notice direction to the Lessee(s) and said notice/direction shall be as effective as if provided by the Borrower. However, notwitistanding the foregoing, the mability 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.

- This Assignment shall be assignable by Lender, and all of the companies 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 failure 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 construed or deemed to be a waiver of any of its or their rights under the terms hereof; and the Lender and its agent(s), attorney(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 Premises 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 implicative 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 used herein shall be construed to mean Borrowers and the necessary grammatical changes shall be assumed in each case as though fully expressed.

numed in each case as though fully expressed.
IN WITNESS WHEREOF, the Borrower has signed this Assignment of Rents on the date first above written at
Ox
OUTH EMPIRE SERVICE, AN ILLINOIS NOT-FOR-PROFIT CORPORATION
Jonn Kolman
HOMI R. JENNINGS, CHIEF EXECUTIVE OFFICER
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C

Loan No. 56580-44725

NAOMI R. JENNINGS	CHIEF EXECUTIVE OFFICER	of YOUTH EMPIRE SERVICE
	(n) ILLINOIS NOT-FOR-PROFI	T corporation, and
before me this day in person and corporation, they signed, serled ar	i acknowledged that being thereunto duly	of said corporation, both personally known istrument as such respective officers, appears authorized by the board of directors of such voluntary acts and as the free and voluntary
Given under my hand and notaris	day of <u>Perry</u>	<u>, o K. () 19 76</u> .
Contline M. "	My commis	asion expires
Notary Public	TC.	tunning and agree and
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		C/OPT'S OFFICO
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EXHIBIT "A"

ATTACHED	TO	AND	KAD	EA	PART	COF	THIS	AS	SIGNMENT	OF RENTS
								DATED	DECEMB	ER 13, 1996
BETWEEN	ΥO	UTH	EMP	LRE_	SERV	ICE.	AN.	LLINO	IS NOT-F	OK-PROFIT
CORPORAT	LON									
AND FIRS	T N	ATIO	NAL	BAN	KOF	EVE	RGREE	N PAR	ĸ.	

THAT PART OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DISCPIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF SAID SOUTH EAST 1/4 OF SAID SECTION 4 AT THE WEST LINE OF CICERO AVENUE; THENCE WEST 314 FEET ALONG THE NORTH LINE OF SAID SUITH 1/2 OF SAID SOUTH EAST 1/4; THENCE AT RIGHT ANGLES SOUTH FOR 200 FEET; THENCE AT RIGHT ANGLES EAST FOR 314 FEET TO THE

WEST LINE OF CILERO AVENUE; THENCE NORTH 200 FEET TO THE POINT Th.
Y, IL.
Of County Clerks Office OF BEGINNING, (EXCEPT THAT PART TAKEN FOR THE WIDENING OF CICERO AVENUE) IN COOK COUNTY, ILLINOIS

Permanent Index Number:	31-04-401-002-0000					
Property Address:	18810 SOUTH CICERO AVENUE					
	COUNTRY CLUB HILLS, IL 60478					