#### ASSIGNMENT OF RENTS RIDER

LN# 25800-65 DEPT-01 RECORDING 12/26/96 10:7 #2358 COUNTY RECORDER \$26.00

December, 11796 and in in-, and is incorporated into THIS RIDER is made this day of and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Selfreliance Ukrainian Federal Credit Union

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

520-630 Marse Ave., Elk Grove, IL 60007

[Property Address]

RIDER COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description. and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity gas, water air and light, fire prevention and extinguishing apparatus, security and access control ar paretus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and surfain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and entain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold are referred to in this Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW. Sorrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in withing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

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#### **UNOFFICIAL COPY**

AP# LN# 25800-65

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of

Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument, (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property at discipling the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Forrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this

paragraph.

1.4.4.4

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving, notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may up so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

1. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Rider.

(FOR THE EXCULPATORY PROVISION OF LA SALLE NATIONAL TRUST, N.A., SEE ATTACHED RIDER)

IN WITNESS WHEREOF. LaSalle National Trust, N.A. as successor trustee to LaSalle National Bank not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 13th day of December A.D. 19 96

LaSalle National Trust, N.A., successor

trustee to LaSalle National Bank

ATTEST:

Asst Secretary Justine

As Trustee as aforesaid and not personally

By

Vice President

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STATE OF ILLINOIS

COUNTY OF Cook

Harriet Denisewicz a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Corinne/ trustee to LaSalle National Bank President of LaSalle National Trust, N.A. as successound Nancy A Stack, Asst Secret of said corporation, who are personally known to me to be the same persons whose names are subscribed to the Secretary foregoing instrument as such President, and Assistant foregoing instrument as such  $V_{i,Ce}$  President, and Assistant Sectionary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that as custodian of the corporate seal of said corporation, did affix she said seal to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee ar aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this

17th day of

December

96 A.D. 19

Clart's Office

Votary Public

My commission expires

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#### RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED December 13, 1996 UNDER TRUST NO. 109236

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is intitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LaSalle National Trust, N.A., as trustee, solely in the exercise of the authority conferred upon it as said trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertaking or a reements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LaSalle National Trust, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenance herein contained. Trustee les, Office does not warrant, indemnify, defend title nor is at responsible for any environmental damage.

Mail To & Prepared Rye Self Reliance Whaiman Federal Credit Umon 235/ W Chinago and Chinago Del 60622

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This ammendment is made a part of the Mortgage document attached hereto, securing a mortgage of \$200,000.00 to Selfreliance Ukrainian Federal Credit Union by LaSalle National Trust, N.A., under trust agreement dated November 30, 1984 and known as Trust #109236.

Legal Description:

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Lot 2 in First Palm Resubdivision part of Lot 134 in Centex Industrilal Park Unit 99, being a subdivision in the West 1/2 of Section 34. Township 41 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof Recorded on May 24, 1984 as Document 27100949, in Cook County, Illinois.

Permanent Tax No.: 08-34-102-028-0000

Property Address: 620-610 Morse Ave.. Elk Grove, IL 60007

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