DEPT-01 RECORDING

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- COOK COUNTY RECORDER

PER PUBLISHED

ASSIGNMENT OF RENTS

day of MARCH THIS ASSIGNMENT OF RENTS made this 12TH , 19 <u>96</u> between <u>BISHOP</u> G.B. PICKENS MEMORIAL TEMPLE, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION***************

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

WHEREAS, Borrower is indebted to Londer in the principal sum of FIFTY THOUSAND AND NO/100THS*** (\$ 50,000.00***************** which indebtedness is evidenced by a note ("Note") of even date herewith and is secured by a mortgage ("Mortgage") to First National Bank of Evergreen Park, 4900 West 95th Street, Oak Lawn, Illinois , recorded in the Office of the Recorder of COOK 60453, as Mortgagee, dated MARCH 12, 1996 County, Illinois and encumbering the real estate and premises hereinafter described;

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 Rents ("Assignment") and (iii) the performance of the covenants and agreements of the Borrower contained in the Note, Morrower and Assignment, the Borrower does hereby assign, transfer and set over unto the Lender all rents, earnings, income, issues, profits and tevenues 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 or of any lease(s) or sublease(s), whether written or verbal or any letting of, possession of or any agreement for the use or No occupancy of all or any part of the real estate and premises hereinafter describe which the Borrower has heretofore made or agreed to, which the Borrower hereafter makes or agrees to or which the Lender stakes 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, earnings, issues, income, profits and revenues thereunder, all relating to the following des ribed real estate and premises (collectively,"Premises") located in ____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 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

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

BOX 333-C

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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 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 relating 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, 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 Prome es 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 revenues of all or any part of the Premises.

After deducting the oppenses of conducting the business of the Premises (as set forth above and including, but not limited to the following: cost 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, 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 arising out of, associated with, relating to or resulting from the exercise by the Lender in good faith of any of its rights and powers valor this assignment), the Lender may apply any and all monies arising hereunder as follows:

- (i) To the payment of the interest accrued and rupaid on the Note or notes;
- (ii) To the payment of the principal of the Note or votes 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.
- 3. 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 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 notice/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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- 4. This Assignment shall be assignable by Lender, and all of the command 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.
- 5. The failure of Lender or any of its agent(s), attorney(s), successor(s) or assign(s) to avail itself or the asselves 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), altorney(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 me ffective 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.

IN WITNESS WHEREOF, the Borrower has OAK LAWN	signed this Assignment of Rents on the date first above written at, Illinois.
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BISHOP G.B. PICKENS MEMORIAL TEMPLE, I AN ILLINOIS NOT-YOR-PROFIT CORPCIATION	nc.,
fonte wille	4 Lawyty
VAN W. WELLS, PRESIDENT	ZARRY HAYNES, VICE PRESIDENT
Betty Hopks	
BETTY AOBBS, SECRETARY	C
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Loan No. 54643-44263

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STATE OF ILLINOIS) SS. COUNTY OF COOK)				
<u>a</u>				
the undersigned, a Notary Public in	and for said Coun	ity, in the State a	aforesaid, DO HEREBY CEI	RTIFY THAT
VAN W. WELLS, PRESIDENT	, LARRY HAY	NES, VICE P	RESIDENT of BISHOP G.I	B. PICKENS
MEMORIAL TEMPLE, INC.	, a(n) ILLINO	IS NOT-FOR-P	ROFIT corporation, and	BETTY HOBBS
	SECRETARY		of said corporation,	
to me to be the same rersons whose before me this day in person and a corporation, they signed, expled and	cknowledged that delivered said instr	being thereunto ument as their f	duly authorized by the boa	rd of directors of said
act of said corporation, for the uses	and purposes there	em set torin.		:
Given under my hand and notarial s	eal this 12TH	day of MAR	СН	. 19 <u>96</u> .
Jommy M. god	em Co	Му с	ommission expites	
Notary Public		4	/>>>>>	
		C	"OFFICIAL SEAL"	
			TAMMY M. ZOUBE	nois ,
		7/)	My Commission Expires 4/29	/93

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EXHIBIT "A"

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THIS RIDER ATTACHED TO	ASSIGNMENT OF RENTS	_
DATED MARCH 15, 1996	BETWEEN BISHOP G.B. PICKENS	
MEMORIAL TEMPLE, INC.,	AN ILLINOIS NOT-FOR-PROFIT CORPORATION***	ķ.
	ANI)
FIRST NATIONAL BANK OF	EVERGREEN PARK.	

PARCEL 1: LOT 1 IN MC CORMICK'S SUBDIVISION OF LOTS 1 TO 6 BOTH INCLUDIVE IN BLOCK 1 IN G.W. CASS SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 39 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14 EAST OF

THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE SOUTH 13 FEET OF LOT 21 AND ALL OF LOTS 22 TO 24 INCORPORATED, IN J.W. FARLIN'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF LOT 40 IN SCHOOL TRUSTEES SUBDIVISION OF SECTION 16 TOWNSHIP 38 NORTH FANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: LOT 34 & 35 IN ILLOCK 2 IN TEMPLES SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 20-16-102-048-0000, 20-16-113-019-0000, 20-16-114-014-0000, & 20-16-114-015-0000 PROPERTY ADDRESS: 5659 SOUTH UNION AVENUE

CHICAGO, ILLINOIS 60620