97546754 ASSIGNMENT OF RENTS

acknowledged, does hereby #8f. assign, transfer and set over unto the Assignee. WESTERN SPRINGS NATIONAL BANK AND TRUST 4456 VDLF ROAD WESTERN SPRINGS, IL 60558 (hereinafter called Assignee), all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises herein described, which are now due and which may hereafter become due, payable or collectable under or by virtue of ease, whether written or oral, or any letting of, hossession of, or any agreement for the use or occupancy of any pine real estate and premises hereinafter described, which said Assigner may have hereforce made or agreed to, or which may be made or agreed to by the Assigner under the powers hereinafter gradgether with any rents, earnings and income arising out of any agreement for the use or occupancy of the folio fescribed real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreement all the rents, earnings, issues, income, and profits thereunce, unto the Assignee herein, all relating to the issue and premises situated in the County of	TRISTER OF TA BATED 779/97 AKKA TRUST #3396 of the VILLAGE of MESTERN SPRINGS. County of COOK and State of ILLINOIS in consideration of One Coller (\$1) and other valuable consideration in hand paid, the receipt of which is heacknowledged, does hereby **** assign, transfer and set over unto the Assignee, WESTERN SPRINGS NATIONAL BANK AND TRUST 4435 WOLF ROAD (hereinafter called 4435 WOLF ROAD WESTERN SPRINGS, IL 60558 (hereinafter called 6435 which are now due and which may hareafter become due, payable or collectable under or by vinue of lease, whether written or oral, or any letting of, possasion of, or any agreement for the use or occupancy of any pithe real estate and premises hereinafter described, which said Assignor may have hereofore made or agreed to, or hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter gratogether with any rents, earnings and income arising out of any agreement for the use or occupancy of the folia described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being intention hereof to make and establish hereby an absolute transfor and assignment of all such leases and agreement all the rents, earnings, issues, income, and profits thereurse, unto the Assignee herein, all relating to the estate and premises situated in the Country of	of NESTERN SPRINGS County of COOK and State of ILLINOTS In consideration of One State (\$1) and other valuable consideration in hand paid, the receipt of which is his acknowledged, does hereby \$30. assign, transfer and set over unto the Assignee. MESTERN SPRINGS NATIONAL BANK AND TRUST 4456 WOLF ROAD MESTERN SPRINGS, IL 60558 Assignee), all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises herein described, which are now due and which may hereafter become due, payable or collectable under or by virtue of lease, whether written or oral, or any letting of, nor any agreement for the use or occupancy of any printe real estate and premises hereinafter described, which said Assignor may have hereofore made or agreed to, or which may be made or agreed to by the Assignee under the powers hereinafter graph greater make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter graph greater with any rents, earnings and income arising out of any agreement for the use or occupancy of the folic described real estate and premises to which the benefications of Assignor's said trust may be entitled; it being intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreement and all the rents, earnings, issues, income, and profits thereunder, unto the Assignee herein, all relating to the estate and premises situated in the County of	estate and premises situated in the County of _ to wit: LOTS 15 AND 16 IN HULBERT FULLERION AVEN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHILL COOK COUNTY, ILLINOIS. P.I.N. 13-28-408-001-0000 This instrument is given to secure payment of the HUNDRED FIFTY AND NO/100*******	THE HIGHLANDS NUMBER 10 BEING A SUBDIVISION IN THE WEST 1/2 OF P 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE Principal sum of TWO HUNDRED THIRTY-SIX THOUSAND TWO Dollars, and interest up
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This assignment shall not become operative until a default exists in the payment of principal or 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 Notes secured thereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by the 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 or are declared to be due in accordance with the terms of said Trust Deed or Mortgage. or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder. Assignee shall be entitled 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 part of the 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 alterations, additions, betterments and improvements to the said real estate and premiars 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 Mortgage, 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 the Assignes shall deem best. Assignee shall be entitled to collect and receive all egrnings, 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 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, servents, and others employed by Assignee in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Assignee ar air st any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and power; of Assignee hereunder, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following itoms 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 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.

The failure of Assignee, or any of the agents, attorneys, successors or assigns of the Assigney to anforce any of the terms, provisions and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof but said Assignee or the agents, attorneys, 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 or times that shall be deemed fit.

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

If this Assignment of Rents is executed by Western Springs National Bank and Trust not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee, nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of Western Springs National Bank and Trust personally. This shall include any liability to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Western Springs National Bank and Trust, personally, is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making claim hereunder shall look solely to the trust property therein described and to the rents thereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed and Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

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NATIONAL BANK AND TRUST

WESTERN SPRINGS

WESTERN SPRINGS NATIONAL BANK AND TRUST 4456 Wolf Road

Western Springs, 1L 60558

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