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Assignment of Rents
MERCURY TITLE COMPANY, LL.C. - L FOR CORPORATE TRUSTEE

3cie 1866

Ton No 6300-9

BANCO POPULAR, ILLINOIS

a corporation organized and existing under the laws of the State of Illinois

not personally but as Trustee under the provisions of a Deeds in trust duly recorded and delivered to the undersigned

in pursuance of a Trust Agreement dated

August 1, 1997

, and known as trust number 26339

in order to secure an indebtedness of ONE HUNDRED TWENTY TUDUEAND and No/100-Dollars (\$ 120,000.00),

executed a mortgage of even date herewith, mortgaging to UNIVERSAL PEDERAL SAVINGS BANK

the following described real estate:

Lot Forty Seven (47) and the East Fifteen (15) feet of Lot Forty Eight (48) in Block Six (6) in Taylor and Kreight's Subdivision of the East Haif (1/2) of the North West Quarter (1/4) of Section Four (4), Township Thirty Eight (38) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 501-503 West Root Street, Chicago, Illinois, PIN# 20-04-121-026-(000 PIN# 20-04-121-027-0000 and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure and indebtedness, and as a part of the consideration of raid transaction, the undersigned corporate trustee hereby assigns, transfers, and sets over unto said Mortgagee, and/or its successor and assigns, all the rents now due or which may hereafter become due under or by virtue of any lesse, either oral or written, o my letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been hereinforce or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such lesses and agreements and all the avails hereunder unto the Mortgagee and especially those certain lesses and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the said Mortgagee to let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Mortgagee may do.

It is understood and agreed that the said Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, assuments, usual and customary commissions to a real estate broker for lessing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably he necessary.

It is further understood and agreed, that in the event of the exercise of this sasignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the said Mortgages may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and sasigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this sasignment and power of attorney shall terminate.

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It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the said Mortgages to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said Mortgages of its right of exercise thereafter,

This assignment of rants is executed by said corporation not personally but as Trustee as aforesaid in the exercise of the power and suthority conferred upon and vested in it as such Trustee (and said corporation hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said corporation, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expression implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said corporation, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WIPHESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents Trust Ofer. Examinent, and its corporate seal to be hereunto affixed and attested by its Assistant

day of

October

, A.D., 19 97

HUGHEST Asistant Secretary

BANCO ROPULAR, ILLINOIS

Trustee as aforesaid and not personally

DANIEL K/Trust Ofer, Boulded

STATE OF

Illinois

COUNTY OF

Cook

Lorraine Perry

the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

DANIEL N. WLODEK

personally known to me to be the Trust Ofcr. **Resident** of BANCO POPULAR, ILLINOIS

LAURA A. HUGHES a corporation, and

personally known to me to be the Assistant Secretary of said corporation, and personally known to to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and a verally acknowledged that as such Officers, they signed and delivered the said instrument as such Officers of said corporation and crusse the corporate seal of said corporation to be affixed thereto, pursuant in authority, given by the Board of Directors of said corporation as their free and voluntary set, and as the free and voluntary set and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this

14th

October

. A.D. 19 97

Notary Public

THIS INSTRUMENT WAS PREPARED BY:

Universal Federal Savings Bank 1800 South Halsted Street Chicago, Illinois 60608

Anna M. Rios

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OFFICIAL SEAL LORRAIN & PLIPRY NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 05/19/2000

UNIVERSIL FEDERAL SAVINGS BANK 1800 South Halsted Street Chicago, Illinois 60608