

76810.21 2 (2042)
ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS made this 23rd day of October, 1997, between First National Bank of Evergreen Park as Trustee under Trust Agreement dated December 3, 1992 and known as Trust Number 12818 ("Borrower") and First National Bank of Evergreen Park ("Lender"), a National Banking Association, whose address is 4900 West 95th Street, Oak Lawn, Illinois 60453.

WHEREAS, Borrower is indebted to Lender in the principal sum of \$300,000.00 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 60453, as Mortgagee, dated October 23, 1997, recorded in the Office of the Recorder of Cook 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 a construction loan agreement ("Loan Agreement"), of even date herewith, executed by the Borrower, the Note, the Mortgage and this 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 become 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 Lender makes 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 described real estate and premises (collectively, "Premises") located in Cook 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:

1. 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 Loan Agreement, the Mortgage or the Note or (ii) the performance of the terms or conditions contained in the Loan Agreement, 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 Loan Agreement, 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 Lawn, Illinois 60453

BOX 333-CTI

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2. 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 Borrower, its agent(s) and/or servant(s), wholly from the Premises and all of the above-referenced 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-to-time, 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 Premises 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 expenses 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 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 under this assignment), the Lender may apply any and all monies arising hereunder as follows:

- (i) To the payment of the interest accrued and unpaid on the Note or notes;
- (ii) To the payment of the principal of the Note or notes 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 Loan Agreement, 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 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.

4. This Assignment shall be assignable by Lender, 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.

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5. 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 ineffective 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 signed this Assignment of Rents on the date first above written at

Oak Lawn, Illinois.

FIRST NATIONAL BANK OF EVERGREEN PARK,
AS TRUSTEE UNDER TRUST AGREEMENT DATED
DECEMBER 3, 1992 AND KNOWN AS TRUST NUMBER 12818

SEE ATTACHED RIDER FOR
EXECUTION BY TRUSTEE

By: Robert J. Diago

Its: Vice President & Trust Officer

Attest: Manay A. Delgado

Its: Assistant Trust Officer

No. 33415-053-44925

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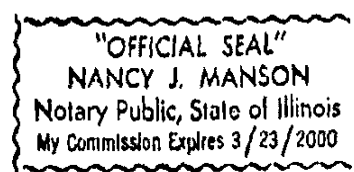
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____
Robert J. Mayo, _____ of First National Bank of Evergreen Park, not personally, but solely as trustee, and
Nancy Rodighiero _____, of said trustee, both personally known to me to be the same persons whose names
are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they
signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the trustee, for the
uses and purposes therein set forth.

Given under my hand and notarial seal this 24th day of October, 1997.

Nancy J. Manson
Notary Public

My commission expires _____



Property of Cook County Clerk's Office

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EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THIS ASSIGNMENT OF RENTS
DATED OCTOBER 23, 1997 BETWEEN
FIRST NATIONAL BANK OF EVERGREEN PARK AS TRUSTEE UNDER TRUST
AGREEMENT DATED DECEMBER 3, 1992 AND KNOWN AS TRUST #12818
AND FIRST NATIONAL BANK OF EVERGREEN PARK.

PARCEL 1

LOTS 1 TO 64 IN CHAPEL HILL , A PLANNED UNIT DEVELOPMENT , BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2

LOTS 65 TO 71 IN CHAPEL HILL UNIT 2, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; SAID PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID NORTHWEST 1/4 WITH THE EAST LINE OF THE WEST 50 FEET OF SAID NORTHWEST 1/4; THENCE NORTH 00 DEGREES 46 MINUTES 35 SECONDS WEST ALONG SAID EAST LINE OF THE WEST 50 FEET A DISTANCE OF 745 FEET TO A POINT; THENCE SOUTH 89 DEGREES 22 MINUTES 15 SECONDS EAST A DISTANCE OF 300 FEET TO A POINT OF BEGINNING; THENCE NORTH 00 DEGREES 46 MINUTES 35 SECONDS WEST, A DISTANCE OF 149.78 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 57.88 FEET AND WHOSE CHORD BEARS NORTH 77 DEGREES 16 MINUTES 53 SECONDS EAST, AN ARC DISTANCE OF 40 FEET; THENCE NORTH 65 DEGREES 05 MINUTES 01 SECONDS EAST, A DISTANCE OF 78.02 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS 910.42 FEET AND WHOSE CHORD BEARS NORTH 72

PERMANENT INDEX NUMBER: 24-21-100-011, 24-21-100-013, 24-21-100-014,
24-21-100-015 & 24-21-100-016

PROPERTY ADDRESS: N.W. Corner of Laramie Ave & 115th St.
Alsip, Illinois 60658
A/K/A/ Chapel Hill Subdivision Unit 1 & 2

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EXHIBIT "A"

(Continued)

DEGREES 51 MINUTES 21 SECONDS EAST AN ARC OF 156.70 FEET; THENCE NORTH 78 DEGREES 34 MINUTES 16 SECONDS EAST, A DISTANCE OF 79.89 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 115.59 FEET WHOSE CHORD BEARS SOUTH 81 DEGREES 29 MINUTES 08 SECONDS EAST, AN ARC DISTANCE OF 117.55 FEET; THENCE SOUTH 64 DEGREES 29 MINUTES 35 SECONDS EAST, A DISTANCE OF 163.41 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 420.74 FEET WHOSE CHORD BEARS SOUTH 87 DEGREES 37 MINUTES 03 SECONDS EAST, AN ARC DISTANCE OF 296.59 FEET; THENCE NORTH 67 DEGREES 46 MINUTES 25 SECONDS EAST, A DISTANCE OF 76.93 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 90.40 FEET WHOSE CHORD BEARS SOUTH 76 DEGREES 29 MINUTES 49 SECONDS EAST, AN ARC DISTANCE OF 45.78 FEET; THENCE SOUTH 58 DEGREES 10 MINUTES 01 SECONDS EAST, A DISTANCE OF 110.17 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 352.80 FEET WHOSE CHORD BEARS SOUTH 77 DEGREES 06 MINUTES 03 SECONDS EAST, AN ARC DISTANCE OF 134.75 FEET; THENCE SOUTH 88 DEGREES 50 MINUTES 42 SECONDS EAST, A DISTANCE OF 80.36 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 302.37 FEET WHOSE CHORD BEARS NORTH 66 DEGREES 33 MINUTES 01 SECONDS EAST, AN ARC DISTANCE OF 276.04 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 320.34 FEET WHOSE CHORD BEARS SOUTH 89 DEGREES 45 MINUTES 58 SECONDS EAST, AN ARC DISTANCE OF 439.58 FEET; THENCE NORTH 75 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 21.12 FEET; THENCE NORTH 15 DEGREES 22 MINUTES 16 SECONDS EAST, A DISTANCE OF 183.36 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 387.26 FEET WHOSE CHORD BEARS NORTH 09 DEGREES 50 MINUTES 53 SECONDS WEST, AN ARC DISTANCE OF 348.67 FEET; THENCE NORTH 41 DEGREES 47 MINUTES 29 SECONDS WEST, A DISTANCE OF 139.31 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 920.71 FEET WHOSE CHORD BEARS NORTH 34 DEGREES 18 MINUTES 57 SECONDS WEST, AN ARC DISTANCE OF 99.44 FEET; THENCE NORTH 27 DEGREES 27 MINUTES 51 SECONDS WEST, A DISTANCE OF 24.89 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2323.86 FEET WHOSE CHORD BEARS NORTH 25 DEGREES 29 MINUTES 44 SECONDS WEST, AN ARC DISTANCE OF 124.33 FEET; THENCE NORTH 49 DEGREES 45 MINUTES 10 SECONDS EAST, A DISTANCE OF 316.02 FEET MORE OR LESS TO THE SOUTHWESTERLY RIGHT OF WAY OF BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTH 40 DEGREES 16 MINUTES 56 SECONDS EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE A DISTANCE OF 303.42 FEET TO A POINT; THENCE SOUTH 34 DEGREES 33 MINUTES 10 SECONDS EAST A DISTANCE OF 56.41 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 307.62 FEET WHOSE CHORD BEARS SOUTH 17 DEGREES 34 MINUTES 00 SECONDS EAST AN ARC DISTANCE OF 182.40 FEET TO A POINT OF TANGENCY ON A LINE 24 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF AFORESAID NORTHWEST 1/4 OF SAID POINT OF TANGENCY BEING 117.47 FEET SOUTH OF AFORESAID RIGHT OF WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, AS MEASURED ALONG THE LAST DESCRIBED PARALLEL LINE EXTENDED NORTHERLY; THENCE SOUTH 00 DEGREES 34 MINUTES 48 SECONDS EAST ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 571.77 FEET MORE OR LESS TO A POINT BEING 921.44 FEET NORTH OF THE SOUTH LINE OF AFORESAID NORTHWEST 1/4, AS MEASURED ALONG SAID PARALLEL LINE EXTENDED SOUTHERLY; THENCE SOUTH 75 DEGREES 53 MINUTES 56 SECONDS WEST, A DISTANCE OF 902.45 FEET; THENCE NORTH 89 DEGREES 22 MINUTES 35 SECONDS WEST, A DISTANCE OF 1,407 FEET MORE OR LESS TO THE POINT OF BEGINNING; THE AFORESAID COURSES INTENDED HEREIN TO DESCRIBE DISTANCES ALONG A STRAIGHT LINE, UNLESS NOTED AS CURVES, IN COOK COUNTY, ILLINOIS.

RIDER ATTACHED TO ASSIGNMENT OF RENTS TO First National Bank of Evergreen Park

DATED October 23, 1997 UNDER TRUST NO. 12818

THIS ASSIGNMENT OF RENTS, is executed by FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee as aforesaid, in the exercise of powers and authority conferred upon and vested in it as such 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 FIRST NATIONAL BANK OF EVERGREEN PARK personally 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 expressed 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 First National Bank of Evergreen Park, 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 any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

FIRST NATIONAL BANK OF EVERGREEN PARK
Not Individually, but as Trustee Under
Trust No. 12818

BY:


Vice President & Trust Officer

ATTEST:


Assistant Trust Officer