

11/21/97 11:52:23

ASSIGNMENT OF RENTS AND LEASES
Restatement

Loan No.: 60221-01

THIS ASSIGNMENT, made ^{Midwest Trust Company, Inc. as Trustee to} the 31st day of October, 1997 between Midwest Bank and Trust Company, not personally, but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated December 20, 1977 and known as Trust No. 77-12-2339 (hereinafter called "Assignor") and NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH (hereinafter called the "Assignee").

WITNESSETH

THAT WHEREAS, Assignor is justly indebted to Assignee for money borrowed in the aggregate principal sum of Two Hundred Twenty One Thousand Four Hundred Ninety Five and 00/100's DOLLARS (\$221,495.00) or such sum as may be outstanding from time to time pursuant to that certain note of even date herewith (herein called the "Note") which Note is secured by a certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called "the Mortgage" and the terms of which Note and which Mortgage are hereby incorporated herein by reference) upon certain property (herein called "said properties") in the County of Cook and State of Illinois, to-wit:

Legal Description:

Lots 6 and 7 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago Being a Subdivision of the South East 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois.

P.I.N. No.: 17-08-428-020-0000

Property Commonly Known As: 167 N. May St.
Chicago, IL.

NOW THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and effect of said Note (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being herein collectively called the "indebtedness") and (c) the faithful performance by Assignor of all Covenants, Conditions, Stipulations and Agreements in any of this Assignment of Rents and Leases, in the Mortgage, and also in consideration of the sum of One (1.00) DOLLAR in hand paid, the receipt whereof which is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereinafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said property, heretofore or hereinafter made or agreed to, it

BOX 169

PROPERTY TITLE

92523 303

being the intention of the Undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

Without Limitation of any of the Legal rights of Assignee as the absolute Assignee of the rents, issues, and profits of said property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Assignor under the said Note or under the Mortgage above described, whether before or after the institution of any Legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the Holder or Holders of the Note or the Mortgage, enter upon, take and maintain possession of all or any part of said property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said property 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 said property as to Assignee may seem judicious and may incur and reimburse the same, and may lease said property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said property and carry on the business thereof as Assignee shall deem best and do everything in or about the said property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of said property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said property or any part thereof, including the just and reasonable compensation for the services of Assignee rendered in connection with the operation, management and control of the said property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all moneys arising as aforesaid:

1. To the payment of the interest from time accrued and unpaid on the said note;
2. To the payment of the principal of the said Note from time to time remaining outstanding and unpaid;
3. To the payment of any and all other charges secured by or created under the said Mortgage; and
4. To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in 1), 2), and 3) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default in the payment of the indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues, and profits from said property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases domaining all portions of the following properties for the terms shown:

Concerning each lease hereinabove described, in the event that Assignor is in default under this Assignment, the Mortgage or the Note, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

1. Cancel or terminate such lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof;
2. Reduce the rent provided for in such lease; modify such lease in any way, either orally or in writing; or grant any concession in connection with such lease, either orally or in writing;
3. Consent to any Assignment of the interest of the tenant in the Lease, or to any sub-letting thereof;
4. Accept any rent payable under the lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done, without the written consent of the Assignee, shall be null and void.

Any default on the part of the Assignor hereunder shall constitute a default of Assignor under the Mortgage.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and insure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions, and conditions of this Assignment at for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of the Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this Assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder at any time or times that shall be deemed fit.

In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the said property.

If Assignor shall pay all the indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefore, release and discharge this Assignment.

This Assignment shall be governed and controlled by the laws of the State of Illinois.

This Assignment is executed by the Land Trustee, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said trustee hereby warrants that it possesses full power and authority to execute said instrument), and it is expressly understood and agreed that nothing herein or in said Notice contained shall be construed as creating any liability on said Assignor or on said Trust personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained all such liability, if any, being expressly waived by trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Assignor and its successors and said Trustee personally are concerned, the legal holder personally are concerned, the legal holder or holders of the said Note and the owner or owners of the indebtedness securing 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

This Assignment of Rents and Leases constitutes a renewal, extension, amendment and restatement of Assignment of Rents and Leases dated November 22, 1993, recorded as document numbers 93992230.

IN WITNESS WHEREOF, Midwest Bank and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President - Trust Officer, and its corporate seal to be hereunto affixed and attested by its Assistant - Trust officer, the day and year first above written.

Midwest Bank and Trust Company
as Trustee as aforesaid

BY: *[Signature]*
Its Vice President - Trust Officer

BY: *[Signature]*
Its Assistant - Trust Officer,
Land Trust Administrator

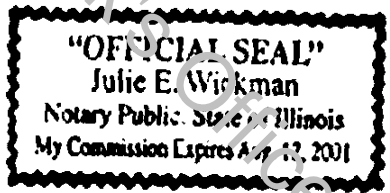
STATE OF ILLINOIS)
COUNTY OF Cook)

I, the undersigned, a Notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *Kathryn A. Muehl-Margant*, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President-Trust Officer, and Assistant-Trust Officer, respectively appeared before me this 31st day of Oct 1997 in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said Corp., as their free and voluntary act and voluntary act of said Corp., as Trustee as aforesaid, for the uses and purposes therein set forth; and that and the said Assistant-Trust Officer then and there acknowledged that Assistant - Trust Officer, as custodian of the corporate seal of said Corp. to said instrument as said Assistant - Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the use and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31st day of Oct 1997

(seal)

[Signature]
Notary Public



This Instrument was Prepared By:
L. Lelis
National Bank of Greece, S.A.
Chicago Branch
168 N. Michigan Avenue
Chicago, Illinois 60601

Record and Return To:
National Bank of Greece, S.A.
Chicago Branch
168 N. Michigan Avenue
Chicago, Illinois 60601

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