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776.0125 J. O'Har
ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

HERITAGE TRUST COMPANY

A Corporation duly organized and existing

under and by virtue of the laws of the STATE OF ILLINOIS, *not* personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the undersigned in pursuance

of a Trust Agreement dated FEBRUARY 18, 1993 and known as trust number 934825 in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, does sell, assign, transfer and set over unto PROSPECT FEDERAL SAVINGS AND LOAN ASSOCIATION OF NORTHERN ILLINOIS, a corporation organized and existing under the laws of the United States hereinafter referred to as the Association, all the rents, issues and profits now due and which may hereafter become due 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 the following described premises:

LOTS 37 THROUGH 46, BOTH INCLUSIVE, IN FRAME DELUGACH BIRTH'S HIGHLANDS, A SUBDIVISION OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 13 WEST, EXCEPT THAT PART CONVEYED TO THE CHICAGO AND STRAWN RAILROAD COMPANY AND THE RIGHT OF WAY OF THE WABASH RAILROAD, PART OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, S77

P. I. N. 24-03-304-044-0000 24-03-306-046-0000
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It being the intention of the undersigned hereby to create an absolute transfer and assignment of all such leases and agreements and all the assets thereunder unto the Association, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted.

The undersigned, does hereby authorize the Association to let and re-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 and 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.

It being understood and agreed that the said Association shall have the power to use and apply said assets, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that the said Association may do by virtue hereof. It being further understood and agreed that in the event of this assignment, the undersigned will pay, out of the portion of the Trust

Estate specifically described above, rent for the premises occupied by it or the benefit thereof, and Trust Estate at the rate of \$ per month, and a failure on its part promptly to 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 Association may in its own name and without any notice or demand, obtain a writ of forcible entry and detainer and obtain possession of said premises. This assignment shall be binding upon and more to the benefit of the heirs, executors, administrators, successors and assigns 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 assignment shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.

THIS ASSIGNMENT OF RENTS is executed by the undersigned, 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 it is expressly understood and agreed that nothing herein shall be construed as creating any liability of the undersigned personally to pay rent or any indebtedness accruing hereunder or to perform any covenant or express or implied herein contained, all such liability, if any, being expressly waived by said Assignee and by every person now or hereafter claiming any right hereunder, and that so far as the Assignee and its successors and the undersigned personally are concerned, the legal heirs or holders of this Assignment of Rents or owners, of any indebtedness accruing or secured hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the Assignment of Rents hereby created, in the manner herein provided, or by action to enforce the personal liability of the guarantors, if any, of such indebtedness.

IN WITNESS WHEREOF, the undersigned, not personally, but as Trustee as aforesaid has caused these presents to be signed

by its Trust Officer, ~~_____~~ and its corporate seal to be hereunto affixed and attested by its Trust Officer ~~_____~~
25th day of AUGUST A.D. 1998

HERITAGE TRUST COMPANY
As Trustee as aforesaid and not personally
Attest: ~~_____~~ Trust Officer
By: ~~_____~~ Trust Officer

State of Illinois
County of Cook

I, Beth O'Hagan, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that ~~_____~~ Trust Officer and ~~_____~~ and ~~_____~~ of the HERITAGE TRUST COMPANY

who are personally known to me to be the same persons whose names are subscribed

to the foregoing instrument as such Trust Officer ~~_____~~ appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and for the purposes therein set forth, and caused the corporate seal of said Company, as Trustee as aforesaid, to be

Notary Public, State of Illinois
My Commission Expires ~~_____~~
I, Beth O'Hagan, Notary Public, in and for the County and State aforesaid, do hereby certify that ~~_____~~ Trust Officer and ~~_____~~ of the HERITAGE TRUST COMPANY appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and for the purposes therein set forth, and caused the corporate seal of said Company, as Trustee as aforesaid, to be
25th day of AUGUST A.D. 1998
Beth O'Hagan, Notary Public

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Beth O'Har

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UNOFFICIAL COPY

Property of Cook County Clerk's Office

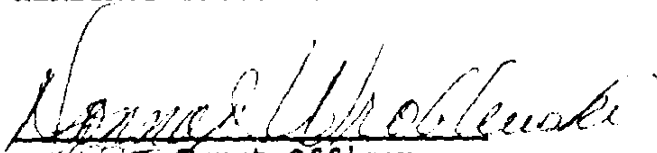
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GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and for purposes of liability limited to that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

HERITAGE TRUST COMPANY


Trust Officer


Trust Officer/
Assistant Secretary

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