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PREPARED BY:

AMES B. CARROLL, ESQ.

A406-West 95th Street, Suite 501

Exergross Park, Illinois 60805

**Extergreen** Park, Illin (708) 422-**3**766

MAIL TO: Brian O'Hear RE Loan Officer Standard Bank and Trust Company 2400 West 95th Street Evergreen Park, IL 64895



## ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, STANDARD BANK AND TRUST COMPANY, 7800 West 95th Street, Hickory Hills, Illinois 60457, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to the undersigned pursuant to a Trust Agreement dated 2/5/97 and known as Trust No. 15310 ("Assignor" herein) in order to secure a Note made by Assignor's Beneficiary payable to STANDARD BANK AND TRUST COMPANY ("Lender" herein) in the principal sum of Eight Hundred Sixty Thousand and 00/100th (U.S.\$360,000.00) Dollars, did execute a Mortgage of same date herewith, mortgaging to Lender the real estate ("Premises" herein) legally described as follows:

LOT 1 OF THE J. D. CONSOLIDATION OF THE SOUTH 1/2 OF LOT 17, AND ALL OF LOTS 18, 19 AND 20 IN BLOCK 2 IN MINNICK'S OAK LAWN SUBDIVISION OF THE NORTHWEST, 1/4 AND THE WEST 20 ACRES OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP/NORTH, PANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE NORTH 699.94 FEET OF THE EAST 696 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PIN:

24-09-106-015 and 24-09-106-016

Commonly Known As:

9529 SOUTH MINNICK, OAK LAWN, IL 60453

WHEREAS, Lender is the owner and holder of said Mortgage and the Note secured thereby.

NOW, THEREFORE, as additional consideration to Lender, Assignor hereby absolutely assigns, transfers and sets over unto Lender, its successors or assigns, all the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the Premises which may be made or agreed to by the Assignor or by the Lender under the power herein granted. It is Assignor's intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all rents, issues and profits thereunder unto the Lender and especially those certain leases and agreements now existing upon the Premises hereinabove described.

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Lender will not exercise any rights granted to Lender by this Assignment until after default by Assignor in making any payment due Lender pursuant to the provisions of the Mortgage or the Note or until a default under any other provision of the Note or the Mortgage occurs. Upon any such default by Assignor, Lender may, in Lender's sole discretion:

- let and re-let the Premises or any part thereof, according to Lender's discretion, and to bring or defend any suits in connection with the Premises in Lender's name, as Lender may consider expedient, and to make such repairs to the Premises as Lender may deem proper or advisable, and to do anything in and about the Premises that Assignor might do; and
- collect, use and apply the rents, issues and profits derived from the Premises or any lease thereof toward the payment of any present or future indebtedness or liability of Assignor to Lender, 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 the Premises, including, but not limited to, repairs, taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing the Premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.
- collect from Assignor or it's Beneficiaries rent for any part of the Premises occupied by Assignor or C. it's Beneficiaries at the prevailing rate per month. A failure on the part of Assignor or it's Beneficiaries 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 Lender may, in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of the part of the Premises occupied by Assignor or it's Beneficiaries.

This Assignment of Rents shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, shall be construed as a covenant running with the land, and shall continue in full force and effect until all of indebtedness or liability of the Assignor to Lender shall have been fully paid, at which time this Assignment of Rents shall terminate.

The failure of the Lender to exercise any right which Lender might exercise hereunder shall not be deemed a waiver by Lender's right of exercise thereafter or prejudice Lender's rights hereunder.

This Assignment of Rents is executed by Assignor, not personally but as Trustee 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 or in the Note secured hereby shall be construed as creating any obligation of Assignor, 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 expressed or implied herein confured.

IN WITNESS WHEREOF, the Assignor, not personally, but as Trustee aforesaid has caused this Assignment of Runts to be signed and its corporate scal to be hereunder affixed and attested by its duly authorized Officers this \_9th\_day of February, 1998.

STANDARD BANK AND TRUST COMPANY a/t/ult/a

dated 2/5/97 a/k/a Trust No. 15510

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STATE OF ILLINOIS	)	
	)SS.	
COUNTY OF COOK	)	
Bridgette W. Scanlang	and Donna Diviero	nd State, DO HEREBY CERTIFY that, personally known to me to be
Officers of STANDALD F	ANK AND TRUST COMPANY, an Illino	ois Banking Corporation and personally known
to me to be the same p.r.	ions whose names are subscribed to the i	foregoing instrument, appeared before me this aid Corporation, they signed and delivered the
said instrument and cause	d the corporate seal of said Corporation to	be affixed thereto, pursuant to authority given
by the Board of Directors	of said Corporation, as their free and volu	intary act, and as the free and voluntary act and
deed of said Corporation	AS TRUSTEF, for the uses and purpose	es therein set forth.
GIVEN under my	hand and official cel this 9th day	of February, 1998.
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	NOTARY PUBLIC	San
My Commission Expires:		
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