

Know all Men by these Presents, that FIRST STATE BANK OF

HANOVER PARK, a Corporation of Illinois, 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 January 15, 1986

number 1147 (hereinafter called Assignor), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto

First State Bank & Trust Company of Hanover Park

(hereinafter called the Assignee), all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of, possession of, or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described, which said Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, together with any rents, earnings and income arising out of any agreement for the use or occupancy of the following described real estate and premises to which the beneficiaries of Assignor's said trust may be entitled; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Assignee herein, all relating to the real estate and premises situated in the County of Cook

and described as follows, to wit:

PARCEL 1

Lot 11 (Except the North 200 Feet thereof) and except that part of Lot 11 described as follows:

Beginning at the South East corner of Lot 11; thence North along the East line thereof 150.00 Feet; thence North 83 Degrees 58 minutes 43 Seconds West 100.00 Feet; thence South 5 Degrees 32 minutes 57 Seconds West 100.00 Feet to a point in the North East line of Algonquin Road 125.00 Feet North West of the Point of Beginning (as measured along the North East line of Algonquin Road); thence South East along said North East line of Algonquin Road 125.00 Feet to the Point of Beginning, all in the First Addition to Plum Grove High Crest, a Subdivision of part of the South West 1/4 to the South West 1/4 of Section 35, Township 42 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on November 2, 1955 as Document Number LR 1631852, in Cook County, Illinois.

PIN: 02-35-305-037

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PARCEL 2

Property: 1550 Algonquin Road Schaumburg, Illinois

Lot Five (5) in First Addition to Plum Grove High Crest, a Subdivision of part of the Southwest Quarter (1/4) of the Southwest Quarter (1/4) of Section 35, Township 42 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 2, 1955, as Document Number LR 1631852, in Cook County, Illinois.

PIN: 02-35-305-037

Property: 1550 Algonquin Road Schaumburg, Illinois

to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereof, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and 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 indebtedness secured by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the said real estate and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as to the Assignee shall deem best. Assignee shall be entitled to collect and receive all earnings, revenues, rents, and income of the property and any part thereof. After deducting the expense 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 real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents, clerks, servants, and others employed by Assignee in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the 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, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

- (1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate therein provided; (2) Interest accrued and unpaid on the said note or notes; (3) the principal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

Box 332 / P.N.Y.

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UNOFFICIAL COPY

This instrument shall be assignable by Assignee, 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.

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

The release of the Trust Deed or Mortgage securing said note shall *ipso facto* operate as a release of this instrument.

THIS ASSIGNMENT OF RENTS, is executed by the First State Bank of Hanover Park, not personally but as Trustee as aforesaid, in the exercise of the power 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 the First State Bank of Hanover 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 express 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 the First State Bank of Hanover 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, the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, the First State Bank of Hanover Park, not personally but as Trustee as aforesaid, has cause these presents to be signed by its Assistant Trust Officer, and its corporate seal to be hereunto affixed and attested by its Executive Vice President, at the place and on the date first above written.

FIRST STATE BANK OF HANOVER PARK

as Trustee as aforesaid and not personally.

BY: LeRoy J. Koppe

ATTEST: Velma E. Bates

STATE OF ILLINOIS }
COUNTY OF DuPage } ss.
I, Velma E. Bates
a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that
LeRoy F. Koppe

Barl C. Mueller of the First State Bank of Hanover Park and Executive Vice President of the First State Bank of Hanover Park who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer

and Executive Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Barl C. Mueller then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th
day of March 1986
A.D. 19

Velma E. Bates
Notary Public

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DUPLICATE
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Assignment of Rents
First State Bank
of Hanover Park

as Trustee
REGISTER OF TITLES
3501871
PH 8871

IDENTIFIED
No.
REGISTER OF TITLES
HUSB 'BUS' YOURS
'TICOR

THIS IS A LEGAL COPY
69 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602

First State Bank
of Hanover Park
1400 Irving Park Road
Hanover Park, Illinois 60103
207822

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and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinafter described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other cost and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest to and in the Note or Notes secured hereby.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the terms, issues and profits of said real estate and premises above described, and by way of clarification only, it is agreed that in the event of any default under said Trust Deed or Mortgage, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale, foreclosure, or of any part thereof, personally or by agent or attorney, as for condition broken, and may, with or without force, and with the consent of the holder of the said real estate and premises hereinafter described, and with the consent of the Assignor, the Assignee may, at the expense of the mortgaged property, from time to time, cause and may hold, operate, manage and control the said real estate and premises hereinafter described, and con- duct the business thereof, Assignee may, at the expense of the mortgaged property, from time to time, cause and improve to the said real estate and premises as may seem just and equitable, and may insure and retain the name, and may lease said mortgaged property in such parcels and for such times and on such terms as may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed or Mortgage, and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor or its beneficiaries to cancel the same. In every such case the Assignee shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof as to the Assignee shall deem best, and any part thereof, after deducting the expense 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 real estate and premises, or any part thereof, including the just and reasonable compensation for the services rendered by the Assignee and of the Assignee's attorneys, agents, clerks, servants, and other employees employed by Assignee in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and (and) further sums as may be sufficient to indemnify the 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. The Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

(1) Interest on the principal and overdue interest on the note or notes secured by said Trust Deed or Mortgage, at the rate thereon provided; (2) interest accrued and unpaid on the said note or notes; (3) the prin- cipal of said note or notes from time to time remaining outstanding and unpaid; (4) any and all other charges accrued by or created under the said Trust Deed or Mortgage above referred to; and (5) the balance, if any, to the Assignor.

as Trustee or Mortgagee dated _____
 and recorded in the Recorder's Office or Registered in the Office of the Registrar of Titles of the above named County, conveying the real estate and premises hereinafter described. This instrument shall remain in full force and effect until said loan and the interest thereon, and all other cost and charges which may have accrued or may hereafter accrue under said Trust Deed or Mortgage have been fully paid.

This instrument is given to secure payment of the principal sum of
 *****\$130,000.00*****
 Dollars, and interest upon a
 Trust Deed or Mortgage of the above named
 certain loan secured by Mortgage or Trust Deed to
 First State Bank & Trust Company of Hanover
 Park
 March 4, 1986

This Document Prepared by:
 LARRY T. HOPPE
 1400 Irving Park Road
 Hanover Park, Illinois 60103

*****Four Hundred Thirty Thousand
 and No/100*****

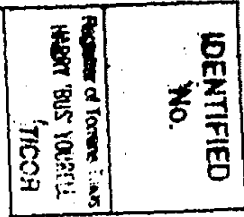
Assignment of Rents

First State Bank
of Hanover Park

Bar No. 00000000000000000000

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7100 YORK UNIVERSITY STREET
69 WEST WASHINGTON STREET
CHICAGO, ILLINOIS 60602
First State Bank
of Hanover Park
1400 Irving Park Road
Hanover Park, Illinois 60103

Valera E. Bates
Notary Public in and for said County, in the State aforesaid, Do hereby Certify, that
I, Valera E. Bates
a Notary Public in and for said County, in the State aforesaid, Do hereby Certify, that
of the First State Bank of Hanover Park and Earl C. Mielton of the First State Bank of Hanover Park who personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Executive Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and in the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Bank did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of March A.D. 19 88

Executive Vice President
Assistant Trust Officer

BY: Valera E. Bates
ATTEST: Valera E. Bates

THIS ASSIGNMENT OF RENTS, is executed by the First State Bank of Hanover Park, not personally but as Trustee as aforesaid, in the exercise of the power 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 the First State Bank of Hanover Park, personally, to pay the said Note or Notes or any interest thereon, or any indebtedness accruing thereunder or hereafter, or to perform any agreement or covenant 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 the First State Bank of Hanover Park, Assignee or covenantor or implied hereunder or hereafter, or anyone making any claim hereunder shall look solely to the trust property herein described and to the indebtedness accruing hereunder or anyone making any claim hereunder or the lien hereby and by said Trust Deed or Mortgage created, the lien herein assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, the lien manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, the First State Bank of Hanover Park, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer and its corporate seal to be hereunto affixed and witnessed by its Executive Vice President, at the place and on the date first above written.

FIRST STATE BANK OF HANOVER PARK
as Trustee as aforesaid and not personally.

STATE OF ILLINOIS
COUNTY OF DuPage

207822