UNOFFICIAL COPY O 3 4

EXHIBIT A

Lot One Hundred Nine (109) in H. Roy Berry Co.'s "Arlington Acres," being a Subdivision of that part of the Southeast Quarter (1) of the Northwest Quarter (1) and the Northeast Quarter (1) of the Southwest Quarter (1) of Section 33, Township 42 North, Range 11, East of the Third Principal Meridian, lying North of "Northwest Highway," in Cook County, Illinois.

Droperty of County Clerk's Office

Property of Coot County Clert's Office

Permanent Real Estate Tax Index No. 03-33-118-009-0000

Address of Property: 1800 East Northwest Highway, Arlington Heights, Illinois

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS that AMERICAN NATIONAL BANK OF ARLINGTON BEIGHTS, a national banking association, not personally but as Trustee under Trust Agreement dated December 11, 1984 and known as Trust No. A-1488, in order to secure an indebtedness of SIX HUNDRED THOUSAND (\$600,000.00) DCLDARS, executed a mortgage of even date herewith, mortgaging to AMERICAN NATION'L BANK OF ARLINGTON HEIGHTS, of Arlington Heights, Illinois, a national banking association, hereinafter referred to as the Mortgagee, the following described real estate:

See Exhibit A attached hereto and incorporated herein.

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may nercafter become due under and 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 herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the yover herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now aristing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and does hereby authorize the Mortgagee 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 or in the name of the undersigned, as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, 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 said premises, including taxes, insurance, assessments, and collecting rents and the expense for attorneys, agents and servants as may reasonably be necessary.

Property of Coot County Clert's Office

It is further understood and agreed, that in the event of the exercise of this assignment the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the 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 Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its right under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the Mortgagee to exercise any right which it might exercise hereun as shall not be deemed a waiver by the Mortgagee of its right of exercise thereander.

This Assignment of Rents is executed by AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS, 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 undersuced and agreed that nothing herein shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing hereunder, of 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 said Trustee personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the primises hereby conveyed for the payment thereof, by the enforcement of the lier hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK OF APLINGTON HEIGHTS, not personally but as Trustee as aforesaid has caused these presents to be signed by its https://doi.org/10.1001/journal.com/resident, and its corporate seal to be personal attested by its ASST SECTION 10.1001/journal.com/resident/, and its corporate seal to be personal attested by its ASST SECTION 10.1001/journal.com/resident/, and its corporate seal to be personal attested by its ASST SECTION 10.1001/journal.com/resident/, and its corporate seal to be personal attested by its ASST SECTION 10.1001/journal.com/resident/, and its corporate seal to be personal attested by its ASST SECTION 10.1001/journal.com/resident/, and its corporate seal to be personal attested by its ASST SECTION 10.1001/journal.com/resident/, and its corporate seal to be personal attested by its ASST SECTION 10.1001/journal.com/resident/, and its corporate seal to be personal attention att

AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS, As Trustee as aforesal?

By:

ncc- President

ATTEST:

Property of Cook County Clark's Office

STATE OF ILLINOIS)
) SS
COUNTY OF COOK) LORETTA M. SOVIENSKI
I, , a Notary Public in and for said
County, in the State aforesaid, DO HEREBY CERTIFY THAT T MICHANGE WHELAM
, personally known to me to be the President
of AMERICAN NATIONAL BANK OF ARLINGTON HEIGHTS, and
ASSISTANT SECRETARY personally known to me to be the
of said Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in
person and severally acknowledged that as such President
and ASSISTARY togasaid Bank, they signed and delivered the said instrument as President and ASSISTANT SECRETARY
of said Bank, and caused the corporate seal of said Bank to be affixed
thereto, pursuant to authority, given by the Board of Directors of said Bank
as their free and voluntary act, and as the free and voluntary act and deed of
said Bank, for the uses and purposes therein set forth.
Given under my hand and official seal this 23rd day of December,
1986.
La oretter In Sevendo
Notary Public
16. Complete Complete
My Commission Expires:
7
Zhananananananananananananananananananan
Lore !! M. Sevrenski
C VIII DANIA PVOITOR (7.1) And C
Legonopolis de moderno de la companya del companya de la companya de la companya del companya de la companya del la companya del la companya de la companya
'.0

JOINDER TO ASSIGNMENT OF RENTS

FOR VALUE RECEIVED, the undersigned, MARK R. ANDERSON, being the sole owner of One Hundred Percent (100%) of the beneficial interest in, and being the sole beneficiary of the Land Trust which is the Assignor under the foregoing Assignment of Rents, has joined in the execution of, and hereby consents to and joins in the foregoing Assignment of Rents, intending thereby to bind any interest he or any of his heirs, executors, administrators, successors and assigns may have in the premises described in the foregoing Assignment of Rents, any rents, profits and avails or any leases or other agreements relating thereon, as fully and with the same effect as if the undersigned was named as the Assignor in said Assignment of Rents.

Proberty or Cook County Clark's Office

IN WITNESS WHEREOF, the undersigned has caused this Joinder to the foregoing Assignment of Rents to be signed by him this 23rd day of December, 1986.

STATE OF ILLINOIS)

COUNTY OF COOK

I, () PAVEC / OS f , a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARK R. ANDERSON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes ther in set forth.

Given under my hand and official shal this 23rd day of December,

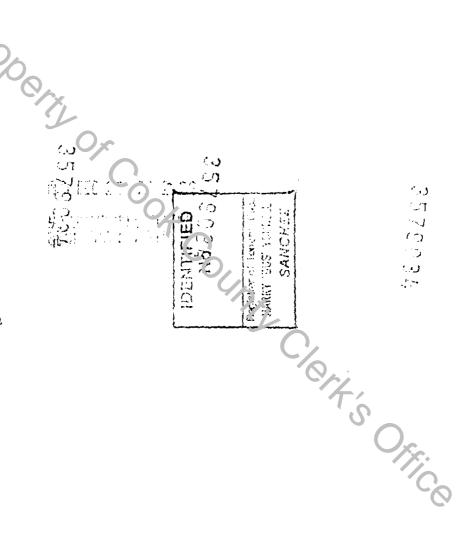
1986.

My Commission Explices

My Commission Expires: ___ ch 14th, 1984

This Document Prepared By and Mail To:

RUUD & LARSON Attorneys at Law 1650 North Arlington Heights Road Arlington Heights, Illinois 60004 (312) 259-2660



3579034

THE BUT STATES i elektry ok in