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This document prepared
and return to:
Gerald R. Olson
West Suburban Bank of
Downers Grove/Lombard
2800 Finley Road
Downers Grove, IL 60515

ASSIGNMENT OF RENTS AND LEASES

WHEREAS, KENNETH W. AMOROSO ^{be holder} (hereinafter sometimes called "Assignor"), in order to secure an indebtedness of ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED AND 00/100 (\$ 132,500.00) DOLLARS, has executed a Mortgage of even date herewith, mortgaging to WEST SUBURBAN BANK OF DOWNERS GROVE/LOMBARD, a corporation duly organized and existing under the laws of the State of Illinois, having its principal place of business at 2800 Finley Rd., Downers Grove, IL 60515, (hereinafter sometimes called "Mortgagee"), the real estate described in the attached Exhibit "A".

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 Assignor hereby assigns, transfers and sets over unto said Mortgagee, its successors and assigns, all of the rents now due or which may hereafter become due under and by virtue of any lease, either oral or written, or any letting of, or any agreement for the use and occupancy of all or any part of the mortgaged premises herein described which may have been heretofore or may hereafter be made or agreed to by the Assignor, or which may be made or agreed to by the Mortgagee under the powers granted to it in this instrument, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Mortgagee.

The undersigned does hereby irrevocably authorize the said Mortgagee to manage the mortgaged premises, and further authorizes the said Mortgagee to let and re-let the mortgaged 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 names of the undersigned, as it may deem expedient, and to make such repairs to the mortgaged premises as it may deem proper or adviseable, and to do anything in and about the mortgaged premises that the Assignor might do, hereby ratifying and confirming anything and everything that the said Mortgagee may do.

It is understood and agreed that the said 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 Assignor to the said 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 the mortgaged premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing the mortgaged premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is further understood and agreed that in the event of the exercise of this assignment, the Assignor will, upon the demand of the Mortgagee, either surrender to Mortgagee possession of the mortgaged premises or pay rent for the portion of the mortgaged premises occupied by the Assignor at the prevailing rate per month for each square foot occupied. Failure on the part of the Assignor to promptly surrender possession or 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 said Mortgagee may in its own name and without notice or demand, maintain an action of forcible entry and detainer and obtain possession of the mortgaged premises. This Assignment shall be binding upon and inure 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 and liability of the Assignor to the said Mortgagee shall have been fully paid, at which time this assignment and authority shall terminate.

D Coldwell Banker Title Services, Inc. C119042-B

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 71, LOT 72, AND LOT 73 IN RICE'S SUBDIVISION IN BELLWOOD, BEING A SUBDIVISION OF PART OF THE SOUTH WEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Tax No. 15-09-304-001
15-09-304-002
15-09-304-003

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It is understood and agreed that the Mortgagee will not exercise its rights 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 said Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this 23rd. day of May, 1938.

Kenneth W. Amoroso
Kenneth W. Amoroso

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 Kenneth W. Amoroso, 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 therein set forth.

Given under my hand and official seal this 23rd. day of May, 1938.

Maithl Waggener
(Notary Public)

My commission expires Sept. 16, 1939

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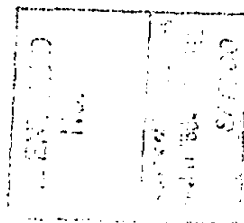
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1988 MAY 27 PM 3:49
HARRIET (EUS) YOUSSEFI
REGISTER OF TITLES



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COOK COUNTY

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