UNOFFICIAL COPY

Parcel 1: 1 ot 10 in Owner's Division of Buffalo Creek Farm, being a subdivision of parts of Sections, 2, 3, 4, 9 and 10, Township 42 North, Rang. 11, East of the Third Principal Meridian, according to the plat thereof, recorded March 3, 1926 as Document 9195785, in Book 224 of 717ts, page 24 and 25, in Cook County, Illinois.

Parcel 2: An undivided 25% interest in and to the West 25 feet (as measured at rights angles to the West line thereof) of that part of lot 1 in Chelsea Cove, a subdivision of part of lots 5, 6 and 7 taken as a tract, in Cwner's division of Euffalo Creek Farm, being a subdivision of parts of Sections 2, 3, 4, 9 and 10, Township 42 North, Range (1) East of the Third Principal Meridian, lying South of a line 20 feet North of and parallel with the North line extended East of Lot 10 in Owner's Division of Buffalo Creek Farm, aforesaid in Cook County, Illinoin.

Also

An undivided 25% interest in and to the West 25 feet (as measured at right angles to the West line thereo!) of Lot 2 in Chelsea Cove, aforesaid, all in Cook County, Illinois.

550 Haben Lane Wheeling, IL 60090 PIN: 03-03-101-004-0000 03-03-400-053-0000 03-03-400-055-0000

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Coln Taylor Bank/Main(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 me 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 att the renta 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 sescribed as follows, to wit:

LEGAL DESCRIPTION ATTACHED HERETO:

This instrument is given to secure payment of the principal sum of FIFTY FIVE THOUSAND AND 00/100----......Dollars, and interest upon a certain toan secured by Mortgage or Trust Deed to Colo Taylor Aguk/Main

as Trustee or Mongages dated ... August: 22, 1988 and recorded in the Recorder's Office or Registered in the Office of the Registrar of Tries of the above named County, conveying the real estate and premises hereinabove described. This instrument shall remain in full form, and effect until said toan and the interest thereon, and all other costs and charges which may have accrued or may hereafter accrue under said Trus. Deed or Morsgage have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed or Morrgage herein referred to and in the Fife or Notes secured thereby,

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rent, frozes and profits of said real estate and premises above described, and by way of anomeration only, it is agreed that in the event of any decords under the said Trum Deed or Mortgage above described, whether before or after the note or notes secured by said Trust Deed or Modigage to or are declared to be due in accordance with the terms of said Trust Deed or Moitgage, or whether before or after the institution of any that proceedings to foreclose the lien of said Trust Deed or Mortgage, or before or after any sale thereunder, Assignee shall be entitled to take was possession of the said real solate 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 other or holders of the indebtedness secured by said Trust Deed or Mortgage, enter upon, take, and maintain possession of all or any part of selectal estate and premises hereinabove described together with all documents, books, records, papers, and accounts relating thereto, and new exclude the Assignor, its beneficiaries or their agents or servants, wholly therefrom, and may hold, operate, manage and control the asia real estate and premises hereinabove described, and conduct the business thereof. Assignee may, at the expense of the murtgaged projectly, 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 explicing beyond the maturity of 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 cancil the same. In every such case the Assignee shall have the right to manage and operate the said real exists 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, sesesaments, insurance, and prior or proper charges on the said rest 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, Figures, 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 hersunder, 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 fits

(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 temaining unustanding and unpaid: (4) any and all other charges secured by or created under the said Trust Deed or Mortgage above referred to: and (3) the balance, if any, to the Assignor.

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This instrument shall be as length by Augus, and all on the terms and providing hereof that he before a specific providing the parties hereto.

The failure of Assigner, or any of the agents, stronger, euccessors or sangus of the Assigner 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 ipra facts operate as a release of this instrument.

fort-of the orbits by an experience that the second of the not personally but at Trustee as aforesaid, in the personally to pay them Cole Taylor Bank/Main as Trustee as aforesaid and nos personally, Enn-Cana Vice President Trust Officer Cashier Assistant Secretary ١ 22nd dal S. S. B. chi privary Public Hair. Henk Taylor 90009 뗬 븕

Cole Taylor Bank/Main hereinafter known as "Bank"

THIS ASSIGNMENT OF RENTS, is executed by the Bank exercise of the power and authority conferred upon and vested in it as such Trustee Nothing herein or in said Trust Deed or Morgages or in said Note or Notes contained shall be construed as creating any liability of ' Rank 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 rangues and by anyone now or hereafter claiming any right or security hereunder. So far as Bank 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 extruing hereunder or 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, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

IN WITNESS Y PEREOF, Bank , not personally but as Trustee as aforesaid, has caused these presents to be algued by its Vic President-Trust Officer, and its corporate seal to be hereunto affixed and attested by its Cashier, at the place and on the date are, at my written.

OrCo Linda (. Horcher STATE OF ILLINOIS a Notary Public in and Inc said County, in the State aforesaid, Do Hereby Certify, that COUNTY OF COOK Carol L. Conta of Cole Taylor Bank/Main: Applies Lindstrom _Assistant Secretary of , who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President-Trust Officer, and ASST. Sec Cashier, respectively, appeared before me has 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 and derivered 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. Gank of the corporate set of said Bank, did must the corporate set of said Bank, did must the corporate set of said instrument as his lown free and voluntary act and as the free and voluntary act and as the free and voluntary act affixed is lock as Trustee as aforesaid, for the uses and gurposes therein set forth. " OFFICIAL SEAL " }
LINDA L. FORCHER
NOTARY PUBLIC, SMIE OF ILLIHOUS MY COMMISSION EXPIRES 9714/97 GIVEN under my fittid and Notarial Seal this day of August ssignment of Kents 2 To: Cole E. Dundee 350 E. Dun Wheeling,

13 a.)

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