

THIS ASSIGNMENT IS GIVEN TO SECURE PAYMENT OF THE MORTGAGE AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE AND THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE

UNOFFICIAL COPY

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section. Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Borrower's indebtedness to Lender.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section. Note. The word "Note" means the promissory note or credit agreement dated November 13, 1990, in the original principal amount of \$800,000.00 from Borrower to Lender, together with all renewals or extensions of, modifications of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index currently is 10.00% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 2.00 percentage point(s) over the index, resulting in an initial rate of 12.00% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

Lender. The word "Lender" means Heritage Bank Tinley Park, its successors and assigns. Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and all amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower or any one or more of them, whether arising now or later, whether related or unrelated to the purpose of the Note, whether voluntarily or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon an indebtedness may be or whether may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become unenforceable.

Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Assignment. The word "Assignment" means this Assignment of Real Property between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Real Property. Borrower. The word "Borrower" means James A. Malocky, James Gierczyk, John J. Mickelson, Amy Grant and Michael Halikias. Event of Default. The words "Event of Default" mean and include any of the events of Default set forth below in the section titled "Events of Default".

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in the Assignment shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

The Real Property or its address is commonly known as Music Center, Tinley Park, IL 60477.

SEE ATTACHED LEGAL DESCRIPTION WORLD

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Real Property from the following described Property located in Cook County, State of Illinois: "Grantor"; and Heritage Bank Tinley Park, whose address is 3030 East 2nd Street, Chicago, IL (referred to below as "Trustee u/a 3059 dated 10/17/88, between Steel City National Bank of Chicago, as Trustee u/a 3059 dated 10/17/88, whose address is 17500 Oak Park Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

ASSIGNMENT OF RENTS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Heritage Bank Tinley Park
17500 Oak Park Avenue
Tinley Park, IL 60477

Heritage Bank Tinley Park
17500 Oak Park Avenue
Tinley Park, IL 60477

WHEN RECORDED MAIL TO:
Heritage Bank Tinley Park
17500 Oak Park Avenue
Tinley Park, IL 60477

SEND TAX NOTICES TO:
Steel City National Bank of Chicago, as Trustee u/a 3059
dated 10/17/88
3030 East 2nd Street
Chicago, IL 60617

RECORDATION REQUESTED BY:

3930938

0887-ET-11

CHICAGO COUNTY RECORDS

31-06-405-001

5/24/2001

8860383

3930936

Default on Indebtedness. Failure of Borrower to make any payment when due on the indebtedness, or in any of the Related Documents, if such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of the Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Compliance with Laws. Lender may do any and all acts to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

APPLICATION OF RENTS. All costs and expense incurred by Lender in connection with the Property shall be for Borrower's account and Lender may pay such costs and expense from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall become a part of the indebtedness secured by this Assignment and not returned from the Rents. Lender shall become a part of the indebtedness secured by this Assignment, and made by Lender under this Assignment and not returned from the Rents shall become a part of the indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment and the Note, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination so required by law shall be paid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of the Assignment, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and payable with any installment payments to become due during either: (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due, and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in the paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

NOTICE TO TENANTS. Lender or its agent may send notices to any and all tenants of the Property advising them of the Assignment and directing all Rents to be paid directly to Lender or its agent.

ENTER THE PROPERTY. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents, interest and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property, collect the Rents and remove any tenant or tenants or other persons from the Property.

MAINTAIN THE PROPERTY. Lender may enter upon the Property to maintain the Property and keep the same in repair, to pay the costs thereof and of all services of all employees, including that of a superintendent, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and other utilities, and the premiums on fire and other insurance effected by Lender on the Property.

COMPLIANCE WITH LAWS. Lender may do any and all acts to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

REQUIREMENT TO ACT. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expense incurred by Lender in connection with the Property shall be for Borrower's account and Lender may pay such costs and expense from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall become a part of the indebtedness secured by this Assignment and not returned from the Rents. Lender shall become a part of the indebtedness secured by this Assignment, and made by Lender under this Assignment and not returned from the Rents shall become a part of the indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment and the Note, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination so required by law shall be paid by Grantor, if permitted by applicable law.

Page 2

Other Details. Failure of Grantor or Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor or Borrower and Lender.

Insolvency. The insolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower, or the dissolution or termination of Grantor or Borrower's existence as a going business (if Grantor or Borrower is an individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations existing under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insolvency. Lender reasonably deems itself insecure.

Existing Interests. Default of Grantor under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness, in furtherance of the right. Lender may require any tenant or other user of the Property to make payments of rent or use lease directly to Lender. If the Rents are collected by Lender, then Grantor invests in the net proceeds, over and above Lender's costs, against the indebtedness, in payment thereof in the name of Grantor and to negotiate the same, and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee in possession or receiver may serve without time, if permitted by law, Lender's right to the appointment of a receiver shall exist whether or not the appraised value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not dequalify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or, by other provision, Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not exhaust Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. Lender institutes any suit or action to enforce any of the terms of this Assignment; Lender shall be entitled to recover attorneys' fees at trial and on any appeal, whether or not any court action is involved, all reasonable expenses incurred by Lender that Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys, reports, and appraisal fees, and the insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. Subject to the provisions on arbitration, this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment. Where any one or more of the Grantor or Borrowers are corporations or partnerships, it is not necessary for Lender to inquire into the powers of any of the Grantor or Borrowers or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstances, such finding shall not render that provision invalid or unenforceable as to any other person or circumstances. If feasible, any such offending provision shall be deemed to be severed from this Assignment and the remainder of this Assignment shall remain valid and enforceable. No modification, if it shall be stricken and all other provisions of this Assignment shall remain valid and enforceable.

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This document prepared by
Darlene R. Fitta for
Heritage Bank Tintley Park
Tintley Park, IL 60477

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3930938

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared Trust Officer and Asst. Secretary, of Steel City National Bank of Chicago, as Trustee w/vs 3059 dated 10/10/88, and known to me to be authorized agents of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the true and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the Assignment and in fact executed the Assignment on behalf of the corporation.

Reading at _____
My commission expires _____
Notary Public in and for the State of _____

CORPORATE ACKNOWLEDGMENT

By: _____ Trust Officer, Authorized Signer
Trustee's Rider Attached Hereto and _____ Asst. Secretary, Authorized Signer
Steel City National Bank of Chicago, as Trustee w/vs 3059 dated 10/10/88

GRANTOR:
Steel City National Bank of Chicago, as Trustee w/vs 3059 dated 10/10/88

TERMS:
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE OR RIGHT OF REDEMPTION, NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, WAIVER OF FORECLOSED EXEMPTION, GRANTOR HEREBY RELEASES AND WAIVES ALL RIGHTS AND BENEFITS OF THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No oral waiver or omission on the part of Lender in executing any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of the Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in any assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Successors and Assigns. Subject to the limitations stated in the Assignment on transfer of Grantor's interest, the Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to the Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of the Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Foreclosed Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Assignment.

ASSIGNMENT OF RENTS
(Continued)

Loan No 11-13-1990

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IN COOK COUNTY, ILLINOIS, ALL

THE LAST DESCRIBED LINE 264.17 FEET TO THE POINT OF BEGINNING, ALL THE LAST DESCRIBED LINE 264.17 FEET TO THE POINT OF BEGINNING, ALL SECTION 7; THENCE NORTH 0 DEGREES 01 MINUTES 48 SECONDS WEST ALONG EAST, 1062.64 FEET TO THE WEST LINE OF THE NORTH EAST 1/4 OF SAID LENGTH OF 199.71 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 16 SECONDS MINUTES 10 SECONDS EAST A CHORD DISTANCE OF 198.92 FEET, AN ARC RADIUS OF 650.00 FEET AND A CHORD THAT BEARS SOUTH 81 DEGREES 10 223.61 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHEASTLY HAVING SECONDS EAST A CHORD DISTANCE OF 221.53 FEET, AN ARC LENGTH OF 472.00 FEET AND A CHORD THAT BEARS SOUTH 58 DEGREES 47 MINUTES 45 SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 45 DEGREES 13 MINUTES 27 SECONDS EAST, 63.67 FEET; THENCE SECONDS EAST ALONG THE LAST DESCRIBED LINE 134.12 FEET; THENCE SOUTH PER DOCUMENT NUMBER 11231973; THENCE NORTH 44 DEGREES 46 MINUTES 37 340.75 FEET TO THE SOUTHEASTLY LINE OF GEORGE BRENNAN HIGHWAY AS SECONDS WEST A CHORD DISTANCE OF 338.85 FEET, AN ARC LENGTH OF 930.74 FEET AND A CHORD THAT BEARS NORTH 61 DEGREES 52 MINUTES 45 NORTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF DISTANCE OF 229.53 FEET, AN ARC LENGTH OF 230.43 FEET; THENCE CHORD THAT BEARS NORTH 81 DEGREES 10 MINUTES 10 SECONDS WEST A CHORD ALONG A CURVE CONCAVE NORTHEASTLY HAVING A RADIUS OF 750.00 FEET AND A 89 DEGREES 58 MINUTES 16 SECONDS WEST 2391.37 FEET; THENCE WESTERLY SECONDS WEST ALONG THE LAST DESCRIBED LINE 361.17 FEET; THENCE NORTH EAST 1/4 OF SAID SECTION 7; THENCE SOUTH 0 DEGREES 00 MINUTES 45 1328.90 FEET TO THE EAST LINE OF THE NORTH WEST 1/4 OF THE NORTH ALONG THE NORTH LINE OF THE NORTH EAST 1/4 OF SAID SECTION 7, SAID SECTION 7; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS EAST FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTH EAST 1/4 OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF 1/2 OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 35 THAT PART OF THE NORTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 7,

PARCEL 3:

THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTH EAST 1/4 OF SAID NORTH EAST 1/4, 1327.91 FEET TO THE WEST LINE OF THE NORTH EAST 1/4 OF SAID NORTH EAST 1/4, 1327.91 FEET TO THE WEST LINE OF THE NORTH EAST 1/4 OF SAID 41 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH EAST 1/4 OF SAID DEGREES 56 MINUTES 22 SECONDS EAST 750.37 FEET; THENCE SOUTH 89 EAST, ALONG THE LAST DESCRIBED LINE, 772.36 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 22 SECONDS EAST 750.37 FEET; THENCE SOUTH 58 DEGREES 54 MINUTES 54 SECONDS EAST 679.96 FEET TO THE EAST LINE OF SAID NORTH EAST 1/4; THENCE SOUTH 0 DEGREES 03 MINUTES 20 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 415.16 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE SOUTH WEST 1/4 AND THE SOUTH EAST 1/4 OF THE SOUTH EAST

PARCEL 1:

3930338

31-07-201-001 31-07-101-001 31-07-212-001

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Property of Cook County Clerk's Office

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Notary Public

OFFICIAL SEAL
AZALIA GOMEZ
Notary Public, Cook County

of November 1990, A.D., I set forth, GIVEN under my hand and Notarial Seal, this 29th day

as their free and voluntary act and as the free and voluntary act and deed of said Bank, as thereunto Trustee aforesaid, for the uses and purposes therein acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed the foregoing instrument, appeared before me this day in person and severally personally known to me to be the same persons whose names are subscribed to aforesaid, DO HEREBY CERTIFY, that the above named Jane R. Nagel and Marilyn J. Vice President - Cashier and Trust Officer of said STEEL CITY NATIONAL BANK, DIVISION the undersigned, a Notary Public, in and for said county, in the State

STATE OF ILLINOIS
COUNTY OF COOK

CORPORATE SEAL

BY: Jane R. Nagel
Vice President

ATTEST: Marilyn J. Vice
Trust Officer

DATE: November 29, 1990
STEEL CITY NATIONAL BANK

This Assignment of Rents is executed by STEEL CITY NATIONAL BANK, not personally, but as Trustee under Trust No. 3059, and it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted, or enforceable against the STEEL CITY NATIONAL BANK or for any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

3930938

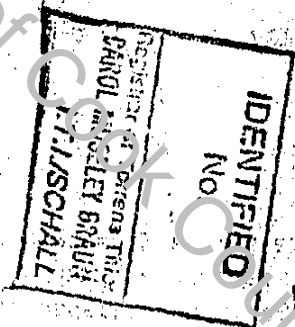
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RETURN 2

1195690
1312190
1316205

3930938

REGISTRAR OF TITLES
CAROL MOSELEY BRAUN
1993 DEC -5 PM 4:07



3930938

QUINCY TITLE COMPANY OF ILLINOIS
WEST MADISON STREET
CHICAGO, ILLINOIS 60602

5-1247045

Property of Clerk's Office