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2001-08-02 10:32:43
Cook County Recorder 29.00

Prepared by and after recording return to:

Mark F. Kalina, Esq.
GUERARD, KALINA & BUTKUS
100 West Roosevelt Road, Suite A-1
Wheaton, Illinois 60187



PK 7915869

ASSIGNMENT OF RENTS AND LEASES
(Fountain Hills Subdivision, Orland Park, Illinois)

J. Kalina

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D.F.

KNOW ALL MEN BY THESE PRESENTS, that **DISTINCTIVE HOMES, LTD.** (hereinafter referred to as "**Assignor**") in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of whereof are hereby acknowledged, does hereby absolutely and unconditionally assign, transfer and set over unto **FIRST MIDWEST BANK, NATIONAL ASSOCIATION** (hereinafter referred to as the "**Mortgagee**") all right, title and interest of Assignor in, under, or pursuant to any and all present or future leases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or part of the real estate and premises hereinafter described which Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by Mortgagee under the powers hereinafter granted, including all amendments and supplements thereto and renewals thereof at any time made (hereinafter "**Lease**" or collectively "**Leases**"), all relating to that certain real estate described in Exhibit A attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "**Premises**") including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of tenants under the Leases.

This Assignment is made and given as security for (i) the payment in full of all principal of and interest on certain promissory notes of even date herewith executed by Assignor and payable to the order of Mortgagee in the respective amounts of \$6,000,000.00, \$3,000,000.00, and \$800,000.00 (in the aggregate sum of \$9,800,000.00) and any modification, extension, renewal, or replacement thereof or any substitution therefor (collectively the "**Note**"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage, Assignment of Rents and Leases, Security Agreement, Financing Statement, and Fixture Filing, bearing even date herewith, executed by Assignor in favor of Mortgagee (the "**Mortgage**") conveying and mortgaging the Premises as security for the Note and any and all other indebtedness intended to be secured thereby, and (iii) the payment of all expenses and charges, legal or otherwise, paid or incurred by Mortgagee in realizing upon, or protecting the indebtedness referred to in the foregoing clauses (i) and (ii) or any security therefor, including this Assignment.

Assignor does hereby irrevocably authorize and empower Mortgagee to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as Assignor could do, and in Mortgagee's discretion to file any claim or take any other action or proceeding,

BOX 333-CTI

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which Mortgagee may deem necessary or appropriate to collect any and all sums due or to become due under any Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of Mortgagee in and to such sums and the security intended to be afforded hereby.

Assignor warrants to Mortgagee that Assignor has full power and authority to make this Assignment and that Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

Notwithstanding the foregoing provisions making and establishing a present and absolute transfer and assignment of all rents, earnings, income, issues and profits as aforesaid, so long as there has been no occurrence of any Event of Default as such term as defined in the Note or the Mortgage (hereinafter referred to as "Event of Default"), Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due.

Assignor hereby irrevocably consents to and authorizes and directs that the tenant under any Lease upon demand and notice from Mortgagee of Mortgagee's right to receive the rents hereunder, shall pay such rents to Mortgagee without any obligation on the part of such tenant to determine the actual existence of any Event of Default or event claimed by Mortgagee as the basis for Mortgagee's right to receive such rents and notwithstanding any notice from or claim of Assignor to the contrary. Assignor hereby waives every right or claim against any tenant for any such rents paid by tenant to Mortgagee.

Without limiting any legal rights of Mortgagee as the absolute assignee of the rents, issues and profits of the Premises and in furtherance thereof, Assignor agrees that upon the occurrence of an Event of Default, Mortgagee may, at its option, take actual possession of the Premises hereinabove described, or of any part thereof, personally or by agent or attorney, enter upon, take, and maintain possession of all or any part of said Premises together with all documents, books, records, papers and accounts relating thereto, and exclude Assignor, its agents or servants, therefrom and hold, operate, manage and control the Premises, and at the expense of Assignor, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as Mortgagee may deem proper, including Leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any Lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same and in every such case have the right to manage and operate the said Premises and to carry on the business thereof as Mortgagee shall deem best.

After payment of all proper charges and expenses, including the just and reasonable compensation for the services of Mortgagee, its attorneys, agents, clerks, servants and others employed by the Mortgagee in connection with the operation, management and control of the Premises and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Mortgagee 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 Mortgagee hereunder, Mortgagee may, at its option, credit the net amount of income which Mortgagee may receive by virtue of this Assignment and from the Premises to any and all amounts due or owing to Mortgagee under the terms and provisions of the Note, the Mortgage, and any loan or security agreement pertaining thereto. Mortgagee shall have the right, but not the duty, to apply such net

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income to the discharge of any other lien or charge upon the Premises. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Mortgagee. Mortgagee shall be subrogated to any lien or charge discharged out of the rents, income and profits of the Premises.

Assignor hereby further covenants and agrees that Assignor will, upon request of Mortgagee, execute and deliver such further instruments and do and perform such other acts and things as Mortgagee may reasonably deem necessary or appropriate to more effectively vest in and secure to Mortgagee the rights and rents which are intended to be assigned to Mortgagee hereunder.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder, not to accept rent more than one month in advance, and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Mortgagee. Assignor further covenants and agrees, at the request of Mortgagee, to submit the executed originals of all Leases to Mortgagee.

The acceptance by Mortgagee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by Mortgagee, be deemed or construed to constitute Mortgagee a mortgagee-in-possession nor thereafter impose any obligation whatsoever upon Mortgagee, it being understood and agreed that Mortgagee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases of the Premises or under or by reason of this Assignment. Mortgagee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct or negligence. Should Mortgagee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by Mortgagee hereunder, or in defense against any claim or demand whatsoever which may be asserted against Mortgagee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the default rate of interest as provided in the Note, shall be secured by this Assignment and by the Mortgage, and Assignor shall reimburse Mortgagee therefor immediately upon demand.

The rights and remedies of Mortgagee hereunder are cumulative and are not in lieu of, but are in addition to, any rights or remedies which Mortgagee shall have under the said Note, Mortgage or any other instrument or document or under applicable law and the exercise by Mortgagee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Mortgagee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Mortgagee deems it in its interest to do so. The rights and remedies of Mortgagee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Mortgagee to enforce any of the terms, provisions and conditions of this Assignment 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. The right of Mortgagee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to Mortgagee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

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EXHIBIT "A"

LEGAL DESCRIPTION

(Fountain Hills Subdivision, Orland Park, Illinois)

STREET ADDRESS: 179TH AND WOLF ROADS
CITY: ORLAND PARK COUNTY: COOK
TAX NUMBER: 27-32-300-001-0000

LEGAL DESCRIPTION:

THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION:

THENCE SOUTH 00 DEGREES 15 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF SAID WEST 1/2, A DISTANCE OF 820.00 FEET TO A POINT OF BEGINNING:

THENCE SOUTH 89 DEGREES 44 MINUTES 51 SECONDS EAST, A DISTANCE OF 412.00 FEET; THENCE NORTH 00 DEGREES 15 MINUTES 09 SECONDS EAST, A DISTANCE OF 238.00 FEET; THENCE SOUTH 89 DEGREES 44 MINUTES 51 SECONDS EAST, A DISTANCE OF 266.00 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 12 SECONDS EAST, A DISTANCE OF 43.83 FEET; THENCE SOUTH 51 DEGREES 26 MINUTES 39 SECONDS EAST, A DISTANCE OF 833.06 FEET TO A POINT ON THE EAST LINE OF SAID WEST 1/2;

THENCE SOUTH 00 DEGREES 11 MINUTES 26 SECONDS WEST, A DISTANCE OF 993.30 FEET ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF THE SOUTH 600 FEET OF SAID WEST 1/2 OF SAID SOUTHWEST 1/4 SECTION;

THENCE NORTH 89 DEGREES 31 MINUTES 56 SECONDS WEST, A DISTANCE OF 1332.90 FEET ALONG SAID NORTH LINE TO A POINT ON SAID WEST LINE OF SAID WEST 1/2;

THENCE NORTH 00 DEGREES 15 MINUTES 09 SECONDS EAST, A DISTANCE OF 1222.82 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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