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2002-10-15 09:38:18

Cook County Recorder

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INSTRUMENT PREPARED BY Allen C. Wesolowski MARTIN & KARCAZES, LTD. 161 N. Clark St. - Suite 550 Chicago, IL 60601

PLEASE MAIL TO:

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Metropolitan Ban and Trust Company 2201 W. Cermak Road CHICAGO, J. 60608

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, 1585 Ellinwood, LLC, an Illinois limited liability company (ne reinafter called "Assignor"), the owner of the certain premises commonly known as 1583-85 Ellinwood, Des Plaines, Illinois and legally described in Exhibit A attached hereto, does hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, transfers, sells, assigns and sets over unto Metropolitan Bank and Trust Comapny, who seprincipal place of business is at 2201 W. Cermak Road, Chicago, Illinois 60608 (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Assignor, secured by a certain Mortgage made by Assignor to Assignee, dated October 1, 2002, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and all leases now in effect or that become in effect in the future, and all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigne in which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the ents, issues and profits now due or which may hereafter become due through the use and occupancy of any put of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby in evocably appoint said Assignee as true and lawful agent in his name and stead to collect all of said rents. issues and profits now due or which shall hereafter become due under the leases or agreements, written or oral existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine, on account of the following:

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- 1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.
- 2. Reasonable expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.
 - 3. Taxes and assessments levied against said premises.
- Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.

The Assignee shall have the right and power to exercise this Assignment of Leases and Rents with or without notice to Assignor of a default under the Mortgage and/or Note as defined and provided therein. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Leases and Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note, which default shall remain uncured beyond any applicable grace period set forth in either the Mortgage or the Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

The Assignor hereby agrees to save, defend, indemnify and note harmless Assignee from and against any and all liability which may arise or has arisen with respect to the Folding and refunding of any and all security deposits tendered by any and all tenants, whether under written or oral agreement, at the premises, unless the security deposits are specifically held and maintained by Assignee.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be esecuted on the 1st day of October, 2002.

1585 Ellinwood, LLC

By Metropolitan Development Enterprises, Inc., an Illinois corporation, its manager

Paul Hardej, Its President

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State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Paul Hardej known to me to be the same person whose name is subscribed to the foregoing instrument as the President of Metropolitan Development Enterprises, Inc., the Manager of 1585 Ellinwood, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said corporation and said limited liability company, for the uses and purposes therein set forth.

Dated: October 20

Notary Public

MELISEA L CLARK
NOTARY PUBLIC. STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/03/04

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: THE NORTHEASTERLY 150.0 FEET OF LOTS 103 AND 104 IN THE TOWN OF RAND (NOW THE CITY OF DES PLAINES), BEING A SUBDIVISION OF PART OF SECTIONS 16, 17, 20 AND 21, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: PERMANENT AND PERPETUAL EASEMENT FOR THE BENEFIT OF PARCEL 1 AS DISCLOSED BY DEED FROM CITY OF DES PLAINES TO RIVER OAKS PARTNERS DATED JUNE 2, 1992 AND RECORDED JUNE 5, 1992 AS DOCUMENT 92396888 AND CREATED BY DEED FROM GARFIELD RIDGE TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST NUMBF ₹ 39813 TO RICHARD E. VAN STOCKUM AND KRISTINE M. VAN STOCKUM, AS TO AN UNDIVIDED 1/2 INTEREST AND RANGVALD T. THOMPSON, AS TO AN UNDIVIDED 1/2 INTEREST PATED JUNE 24, 1993 AND RECORDED JUNE 24, 1993 AS DOCUMENT 93482922, FOR THE PURPOSE OF VEHICULAR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 25.0 FEET OF THE NORTH 105.0 OF LOT 105 IN TOWN OF RAND, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 16, PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17. THE NORTHEAST 1/4 OF SECTION 20, THE NORTHWEST 1/4 OF SECTION 21, ALL IN TOWN'S HIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. in the option of the option of

PIN: 09-17-421-028-0000 AND 09-17-421-033-0000

Common Address: 1583-85 Ellinwood, Des Plaines, Illinois