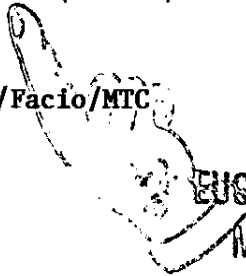


1st Equity Bank
3956 W. Dempster
Skokie, IL 60076
847-676-9200 (Lender)



20 43 308/Facio/MTC

(4)



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE

ASSIGNMENT OF RENTS

GRANTOR			BORROWER			
DEVON BANK LAND TRUST, as Trustee, under Trust Agreement No. 6834 dated JANUARY 6, 2002. 6834 December			DEVON BANK LAND TRUST, as Trustee, under Trust Agreement No. 6834 dated JANUARY 6, 2002. DAVID MONTROSE December			
ADDRESS			ADDRESS			
6445 N WESTERN CHICAGO, IL 60645			6445 N WESTERN CHICAGO, IL 60645			
TELEPHONE NO.		IDENTIFICATION NO.	TELEPHONE NO.		IDENTIFICATION NO.	
773-465-2500			373-868-2800		348-46-7542	
OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
LJK	6.000%	\$297,172.00	12/17/02	12/17/03		806928

1. **ASSIGNMENT.** In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), Grantor absolutely assigns to Lender all of Grantor's interest in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property described in Schedule A which is attached to this Agreement and incorporated herein by this reference and any improvements located thereon (the "Premises") including, but not limited to, the leases described on Schedule B attached hereto and incorporated herein by reference. This Assignment is to be broadly construed and shall encompass all rights, benefits and advantages to be derived by the Grantor from the Leases including, but not limited to all rents, issues, income and profits arising from the Leases and renewals thereof, and all security deposits paid under the Leases. The foregoing Assignment is intended to be specific, perfected, and choate upon the recording of the Mortgage as provided by applicable state law.

2. **MODIFICATION OF LEASES.** Grantor grants to Lender the power and authority to modify the terms of any of the Leases and to surrender or terminate the Leases upon such terms as Lender may determine.

3. **COVENANTS OF GRANTOR.** Grantor covenants and agrees that Grantor will:

- a. Observe and perform all the obligations imposed upon the landlord under the Leases.
- b. Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the written consent of Lender.
- c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of rental payments.
- d. Refrain from modifying or terminating any of the Leases without the written consent of Lender.
- e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.

4. **REPRESENTATIONS OF GRANTOR.** Grantor represents and warrants to Lender that:

- a. The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases.
- b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Grantor or any assignee of Grantor.
- c. No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.

- d. Grantor has not accepted, and will not accept, rent in excess of one month in advance under any of the Leases.
- e. Grantor has the power and authority to execute this Assignment.
- f. Grantor has not performed any act or executed any instrument which might prevent Lender from collecting rents and taking any other action under this Assignment.

5. GRANTOR MAY RECEIVE RENTS. As long as there is no default under the Note described above, the Mortgage securing the Note, this Agreement or any other present or future obligation of Borrower or Grantor to Lender ("Obligations"), Grantor may collect all rents and profits from the Leases when due and may use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all rents and profits into an account maintained by Grantor or Lender at Lender's institution.

6. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the real property and the improvements and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all rents, income and profits from the Premises, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all rents, income and profits to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the real property and the management and operation of the real property. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the rents, issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage. These amounts, together with attorneys' fees, legal expenses, and other costs, shall become part of the indebtedness secured by the Mortgage and for which this Assignment is given.

7. POWER OF ATTORNEY. Grantor irrevocably authorizes Lender as Grantor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the real property and improvements under this Assignment, to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the real property and improvements as Lender may deem proper. The receipt by Lender of any rents, income or profits under this Assignment after institution of foreclosure proceedings under the Mortgage shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.

8. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Grantor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, legal expenses, and reasonable attorneys' fees shall be secured by the Mortgage and for which this Assignment was given. Grantor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Grantor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. NOTICE TO TENANTS: A written demand by Lender to the tenants under the Leases for the payment of rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Grantor. Grantor hereby releases the tenants from any liability for any rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

10. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Mortgage and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage. This Assignment in addition to the Mortgage shall not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Mortgage.

11. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral. **Grantor waives any right to a jury trial which Grantor may have under applicable law.**

12. RENEWAL OR EXTENSION OF MORTGAGE. In the event the maturity date of the Note and Mortgage is extended because of a modification, renewal or extension of the secured indebtedness, this assignment shall be automatically extended to the new maturity or extension date and shall be enforceable against Grantor and Borrower on a continuous basis throughout all renewal and extension periods until such time as the underlying indebtedness has been retired and paid in full.

13. NOTICES. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in writing from time to time.

14. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

15. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys' fees, legal expenses and collection costs.

16. MISCELLANEOUS.

- a. A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.
- b. A violation by Grantor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage.
- c. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- d. This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantor consents to the jurisdiction and venue of any court located in the state indicated in the address of the real property in the event of any legal proceeding under this Agreement.
- e. This Agreement is executed for business purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

17. ADDITIONAL TERMS.

This Mortgage is executed by Trustee, not personally, but as Trustee and it is expressly understood that nothing contained herein shall be construed as creating any personal liability on Trustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower or guarantor of the Obligations.

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: DECEMBER 17, 2002

GRANTOR DEVON BANK LAND TRUST GRANTOR:
as Trustee under Trust Agreement No. ~~6843~~ 6834

Sally Griffin
SALLY GRIFFIN
Assistant Vice President & Trust Officer
not personally, but as Trustee

GRANTOR: **All representations and undertakings of DEVON BANK as trustee as aforesaid and not individually are those of it's beneficiaries only and no liability is assumed by or shall be asserted against the DEVON BANK personally as a result of the signing of this instrument.** GRANTOR:

GRANTOR: GRANTOR:

GRANTOR: GRANTOR:

UNOFFICIAL COPY

State of Illinois

State of 0011414920 Page 4 of 7

County of COOK ss.

County of _____ ss.

the undersigned a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gally Juffin, 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, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this _____ day by Trustee of the Devon Trust as 634 2nd 12/6/02 on behalf of the _____

Given under my hand and official seal, this 17th day of December 2002

Given under my hand and official seal, this _____ day of _____

Kimberly A. Neil

Notary Public

Notary Public

Commission Expires 29-09
KIMBERLY A. NEIL
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-29-2005

SCHEDULE A

Commission expires: _____

The street address of the Property (if applicable) is: 1322 S. PRAIRIE UNIT 1802 CHICAGO, IL 60605

Permanent Index No.(s): 17-22-110-031-0500

The legal description of the Property is:

SEE ATTACHED SCHEDULE A

SCHEDULE B

This document was prepared by: **1ST EQUITY BANK - LOAN DEPT.**

After recording return to Lender.

LP-IL527 © John H. Harland Co. (11/8/97) (800) 937-3799

Page 4 of 4

BW initials

COMMITMENT NO. 2043308

LEGAL DESCRIPTION

PARCEL 1:

UNIT 1802 AND PARKING SPACE GU-158 IN THE TOWER I RESIDENCES CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF LOT 1 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, SAID WEST LINE BEING THE EAST LINE OF SOUTH INDIANA AVENUE PER DOCUMENT 93954909, 133.49 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, A DISTANCE OF 85.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, A DISTANCE OF 131.44 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 217.49 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 131.52 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 217.49 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0020457530, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOTS 1, 2, 3 AND 4, TAKEN AS A TRACT, IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

EASEMENT PARCEL A:

THE NORTH 50.0 FEET OF LOT 1 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL B:

THAT PART OF LOTS 1, 2, 3 AND 4 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 50.0 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 42 SECONDS EAST, A DISTANCE OF 217.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 58 MINUTES 42

Commitment No. 2043308

LEGAL DESCRIPTION (CONTINUED)

SECONDS EAST, A DISTANCE OF 47.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 166.35 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 118.63 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.12 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 18.48 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES SECONDS EAST, A DISTANCE OF 65.30 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 18.48 FEET, THENCE SOUTH 00 DEGREES 00 MINUTES SECONDS EAST, A DISTANCE OF 264.62 FEET TO A POINT IN THE SOUTH LINE OF SAID LOTS 2 AND 3 SAID SOUTH LINE BEING THE NORTH LINE OF EAST 14TH STREET EXTENSION PER DOCUMENT NO. 96189122; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 46.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 211.03 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 52.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 51.01 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 5.0 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 60.86 FEET, THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 213.40 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.0 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 23.33 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 23.33 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, A DISTANCE OF 8.0 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 261.42 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 8.0 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 23.33 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, A DISTANCE OF 23.33 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.0 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, A DISTANCE OF 150.63 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 51.36 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE FOLLOWING DESCRIBED 2 PARCELS OF LAND:

EXCEPTION PARCEL 1:

BEGINNING AT A POINT 90.16 FEET NORTH AND 85.82 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 01 MINUTES 19 SECONDS EAST, A DISTANCE OF 217.49 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 41 SECONDS EAST, A DISTANCE OF 131.44 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 217.49 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 41 SECONDS WEST, A DISTANCE OF 131.52 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL 2:

BEGINNING AT A POINT 85.39 FEET NORTH AND 227.34 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 74.58 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 108.63 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 74.58 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 108.63 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

Commitment No. 2043308

LEGAL DESCRIPTION (CONTINUED)

EASEMENT PARCEL C:

THE SOUTH 5.0 FEET OF THE WEST 280.0 FEET OF LOT 1 IN CONOR'S SUBDIVISION, BEING A SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

SAID EASEMENTS CREATED BY GRANT OF ACCESS EASEMENTS MADE BY MUSEUM PARK EAST, L.L.C. RECORDED APRIL 22, 2002 AS DOCUMENT 0020457528.

PARCEL 3:

THE EXCLUSIVE RIGHT TO USE STORAGE SPACE S²⁰⁷, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED APRIL 22, 2002 AS DOCUMENT 0020457530.

Property of Cook County Clerk's Office