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2003-02-05 07:55:59
Cook County Recorder 30.00

INSTRUMENT PREPARED BY:

Nicholas Geroulis
Martin & Karcazes, Ltd.
161 North Clark Street
Suite 550
Chicago, Illinois 60601



PLEASE MAIL TO:

Plaza Bank
7460 W. Irving Park Road
Norridge, IL 60634

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ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, GOLFVIEW CENTER GROUP, LLC, an Illinois limited liability company (hereinafter called "Assignor"), the owner of the premises commonly known as **816-839 W. Golf Road / 815-839 W. Higgins Road, Schaumburg, 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, absolutely and unconditionally transfers, sells, assigns and sets over unto PLAZA BANK, whose principal place of business is at 7460 West Irving Park Road, Norridge, Illinois 60706 (hereinafter called "Assignee), for collateral purposes only, and for the use and benefit of the holder or holders and owner or owners of the Notes executed and delivered by Assignor and GOLFVIEW FRESH MARKET, INC., secured by a certain Mortgage made by Assignor to Assignee, dated January 29, 2003 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 undersigned or which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby irrevocably 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,

BOX 333-CTA

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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:

1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the enforcement of this Agreement.
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.
4. 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.
5. Any remaining rents, issues or profits shall be paid to Assignor.

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 hold harmless Assignee from and against any and all liability which may arise or has arisen with respect to the holding 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.

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This Assignment of Leases and Rents shall be released by Assignee when all amounts due hereunder have been paid in full.

GOLFVIEW CENTER GROUP, LLC
an Illinois limited liability company

By: *Louis Vasilopoulos*
Louis Vasilopoulos, Manager / Member

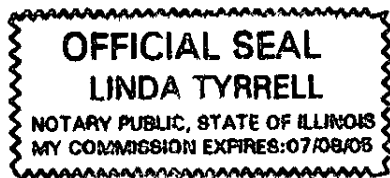
By: *Antonios Gountanis*
Antonios Gountanis, Manager / Member

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 **Louis Vasilopoulos and Antonios Gountanis**, being all of the Manager/ Members of **GOLFVIEW CENTER GROUP, LLC** an Illinois limited liability company, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Members, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: 1/29, 2003

Linda Tyrrell
Notary Public
My Commission expires: 7/8/05



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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008079247 D2
STREET ADDRESS: 817-839 W. HIGGINS ROAD
CITY: SCHAUMBURG **COUNTY:** COOK
TAX NUMBER: 07-09-301-012-0000

LEGAL DESCRIPTION: 07-09-301-012-0000

THAT PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4 THENCE NORTHWARD ALONG THE EAST LINE OF SAID SOUTH WEST 1/4, NORTH 00 DEGREES 21 MINUTES 42 SECONDS EAST, A DISTANCE OF 53.10 FEET TO A POINT ON A LINE BEING 70 FEET NORTH OF AND PARALLEL WITH THE CENTER LINE OF GOLF ROAD; THENCE WESTWARD ALONG THE SAID PARALLEL LINE SOUTH 86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 215.07 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING WESTWARD ALONG THE SAID PARALLEL LINE, SOUTH 86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 495.86 FEET, THENCE NORTHWARD ALONG A LINE BEING PERPENDICULAR TO THE SAID CENTER LINE OF GOLF ROAD, NORTH 03 DEGREES 00 MINUTES 15 SECONDS WEST, A DISTANCE OF 523.97 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE EASTWARD ALONG THE SAID SOUTHERLY LINE SOUTH 71 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 443.06 FEET; THENCE SOUTH 18 DEGREES 00 MINUTES 14 SECONDS WEST, A DISTANCE OF 147.48 FEET; THENCE SOUTH 71 DEGREES 59 MINUTES 46 SECONDS EAST, A DISTANCE OF 202.84 FEET, THENCE NORTH 86 DEGREES 59 MINUTES 45 SECONDS EAST, A DISTANCE OF 129.86 FEET TO A POINT ON THE WEST LINE OF SALEM DRIVE, THENCE SOUTHWARD ALONG THE SAID WEST LINE SOUTH 00 DEGREES 21 MINUTES 42 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 86 DEGREES 59 MINUTES 45 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE SOUTH 53 DEGREES 51 MINUTES 38 SECONDS WEST, A DISTANCE OF 31.05 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 42 SECONDS WEST, A DISTANCE OF 118.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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