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RECORDATION REQUESTED BY:

Highland Community Bank
Main Branch
1701 West 87th Street
Chicago, IL 60620



WHEN RECORDED MAIL TO:

Highland Community Bank
Main Branch
1701 West 87th Street
Chicago, IL 60620

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Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 04/05/2004 11:51 AM Pg: 1 of 8

SEND TAX NOTICES TO:

Highland Community Bank
Main Branch
1701 West 87th Street
Chicago, IL 60620

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by:

Highland Community Bank
1701 West 87th Street
Chicago, IL 60620

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated September 17, 2003, is made and executed between Kenneth Lewis, Sr., whose address is 6 Messina Court, Tinley Park, IL 60477 (referred to below as "Grantor") and Highland Community Bank, whose address is 1701 West 87th Street, Chicago, IL 60620 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

Parcel 1: Lot 17 in Block 2 of the Odyssey Club Phase I, Being a Subdivision of Part of the Southeast 1/4 and the Northeast 1/4 of Section 7, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: Easement Appurtenant to and for the Benefit of Parcel 1 as Set Forth in Declarations of Covenants, Conditions and Restrictions for Odyssey Club Estate Homes Recorded December 2, 1992 as Document 92901952 and as Amended by Instrument Recorded as Document 93146034; Declaration of Covenants, Conditions and Restrictions for Greenview Townhomes at the Odyssey Club Recorded December 2, 1992 as Document 92901951 and as Amended by Instrument Recorded as Document 93146035; Declarations of Covenants, Conditions and Restrictions for Fairway Townhomes at the Odyssey Club recorded December 2, 1992 as Document 92901949 and as Amended by Instrument Recorded as Document 93149960; and the Umbrella Declaration of Covenants, Conditions and Restrictions for the Odyssey Club Recorded December 2, 1992 as Document 92901950 and as Amended by Instrument Recorded as Document 93149961, for Ingress and Egress, in Cook County, Illinois.

The Property or its address is commonly known as 6 Messina Court, Tinley Park, IL 60477. The Property tax identification number is 31-07-405-017

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THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's 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; institute 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 their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water and utilities, and the premiums on fire and other insurance effected by Lender on the Property.

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ASSIGNMENT OF RENTS (Continued)

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Compliance with Laws. Lender may do any and all things 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.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

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.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No 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 expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses 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 be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed 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, the Note, and the Related Documents, 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 fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then 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 will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments

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Amendments. This Assignment, together with any Related Documents, constitutes the entire

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

also will pay any court costs, in addition to all other sums provided by law.

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

exercise its remedies.

this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under **Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other

by law.

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

from serving as a receiver.

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

Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

obligations for which the payments are made, whether or not any proper grounds for the demand existed. proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are and above Lender's costs, against the indebtedness. In furtherance of this right, Lender shall have all the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over **Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the

be required to pay.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

DEFAULT. Default will occur if payment in full is not made immediately when due.

remedies to which Lender may be entitled upon Default.

Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the

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ASSIGNMENT OF RENTS (Continued)

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understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of 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.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Assignment has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

Joint and Several Liability. All obligations of Borrower and Grantor 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 Borrower and Grantor signing below is responsible for all obligations in this Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal,

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Note. The word "Note" means the promissory note dated September 17, 2003, in the original principal amount of \$1,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings 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. The index currently is 4.000% per annum. Payments on the Note are to be made in accordance with the following payment schedule: 6 monthly consecutive interest payments, beginning October 1, 2003, with interest calculated on the unpaid principal balances at an interest rate of 7.250% per annum; 83 monthly consecutive principal and interest payments in the initial amount of \$15,269.00 each, beginning April 1, 2004, with interest calculated on the unpaid principal balances at an interest rate based on the Highland Community Bank Prime Rate (currently 4.000%), plus a margin of 3.250 percentage points, resulting in an initial interest rate of 7.250%; and one principal and interest payment of \$15,269.17 on March 1, 2011, with interest

Lender. The word "Lender" means Highland Community Bank, its successors and assigns.

this Assignment.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in

Grantor. The word "Grantor" means Kenneth Lewis, Sr..

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Borrower. The word "Borrower" means Kenny's Ribs & Dusters' Butfers Matteson, Inc. .

Assignment of Rents from time to time.

Assignment. The word "Assignment" means this Assignment of Rents, as this Assignment of Rents may be amended or modified from time to time, together with all exhibits and schedules attached to this

this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

WAIVER OF HOMESTEAD 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.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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

Assignment or liability under the Indebtedness.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this 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 this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this

validity or enforceability of any other provision of this Assignment.

invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality,

UNOFFICIAL COPY**ASSIGNMENT OF RENTS
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calculated on the unpaid principal balances at an interest rate based on the The Highland Community Bank Prime Rate (currently 4.000%), plus a margin of 3.250 percentage points, resulting in an initial interest rate of 7.250%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Assignment. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law. Payments on the Note are to be made in accordance with the following payment schedule: 6 monthly consecutive interest payments, beginning October 1, 2003, with interest calculated on the unpaid principal balances at an interest rate of 7.250% per annum; 83 monthly consecutive principal and interest payments in the initial amount of \$15,269.00 each, beginning April 1, 2004, with interest calculated on the unpaid principal balances at an interest rate based on the The Highland Community Bank Prime Rate (currently 4.000%), plus a margin of 3.250 percentage points, resulting in an initial interest rate of 7.250%; and one principal and interest payment of \$15,269.17 on March 1, 2011, with interest calculated on the unpaid principal balances at an interest rate based on the The Highland Community Bank Prime Rate (currently 4.000%), plus a margin of 3.250 percentage points, resulting in an initial interest rate of 7.250%. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Assignment.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

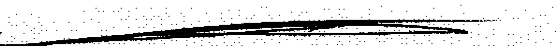
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON SEPTEMBER 17, 2003.

GRANTOR:

X

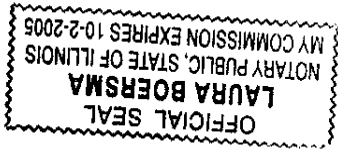


Kenneth Lewis, Sr., Individually

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My commission expires 10-2-2005

Notary Public in and for the State of Illinois

By Laura Boersma Residing at 1701 W. 87th St. Chicago, IL

Given under my hand and official seal this 17th day of September, 2003.

On this day before me, the undersigned Notary Public, personally appeared **Kenneth Lewis, Sr.**, to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

STATE OF Illinois
COUNTY OF Cook
)
) SS
)

INDIVIDUAL ACKNOWLEDGMENT