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PREPARED BY: JAMES B. CARROLL, ESO. 7800 West 95th Street,

2nd Fl East Hickory Hills, Illinois 60457

(708) 430-1300

MAIL TO:

Thomas Zic, Sr VP Standard Bank And 'Trust Co. 9321 Wicker Ave St John, IN 46373-9412



Doc#: 0432708111

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 11/22/2004 02:18 PM Pg: 1 of 4

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, Schoourt, LLC ("Borrower") in order to secure a Note made by Borrower payable to STANDARD BANK AND TRUST COMPANY, 7800 W. 95th Street, Hickory Hills, IL 60457. ("Lender" herein) in the principal sum of Ten Million Eight Hundred Eighty Thousand (U.S. \$10,880,000 23) Dollars, did execute a Mortgage of same date herewith, mortgaging to Lender the real estate ("Premises" herein) legally described as follows: As set forth on Exhibit "A" attached hereto and incorporated her by reference.

WHEREAS, Lender is the owner and holder of said Mortgage and the Note secured thereby.

NOW, THEREFORE, as additional consideration to Lender, Borrover vereby absolutely assigns, transfers and sets over unto Lender, its successors or assigns, all the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the Premises which may be made or agreed to by the Borrower or by the Lender under the power herein granted. It is Borrower's intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all rents, issues and profits thereunder unto the Lender and especially those certain leases and agreements now existing upon the Premises hereinabove described.

Lender will not exercise any rights granted to Lender by this Assignment until after default by Borrower in making any payment due Lender pursuant to the provisions of the Mortgage or the Note or until a default under any other provision of the Note or the Mortgage occurs. Upon any such default by

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Borrower, Lender may, in Lender's sole discretion;

- A. let and re-let the Premises or any part thereof, according to Lender's discretion, and to bring or defend any suits in connection with the Premises in Lender's name, as Lender may consider expedient, and to make such repairs to the Premises as Lender may deem proper or advisable, and to do anything in and about the Premises that Borrower might do; and
- B. collect, use and apply the rents, issues and profits derived from the Premises or any lease thereof toward the payment of any present or future indebtedness or liability of Borrower to Lender, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and ranagement of the Premises, including, but not limited to, repairs, taxes, insurance, assessments, usur and customary commissions to a real estate broker for leasing the Premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.
- C. collect from Porrower or it's Beneficiaries rent for any part of the Premises occupied by Borrower or it's Beneficiaries at the prevailing rate per month. A failure on the part of Borrower or it's Beneficiaries to promptly pay said rent on the first day of each and every month shall, in and of itself, constitute a forcible entry and detainer and Lender may, in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of the part of the Premises occupied by Borrower or it's Beneficiaries.

This Assignment of Rents shall be birding upon and inure to the benefit of the respective successors and assigns of the parties hereto, shall be construed as a covenant running with the land, and shall continue in full force and effect until all of indebtedness or liability of the Borrower to Lender shall have been fully paid, at which time this Assignment of Pents shall terminate.

The failure of the Lender to exercise any right which 'Lender might exercise hereunder shall not be deemed a waiver by Lender of Lender's right of exercise thereafter or prejudice Lender's rights hereunder.

IN WITNESS WHEREOF, the Borrower has caused this Assignment of Rents to be signed by its duly authorized Manager this _____ day of ______ day of ______ November, 2004.

Schourt, LLC, an Indiana Limited Liability Company

By: White Lodging Services Corporation, an Indiana Corporation, its Manager

by: Vaurence E Rum

Chief Operating Officer

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STATE OF HAINOIS INDIANA)

SS
COUNTY OF COOK LAKE)

The undersigned, a notary public in and for said County and State, does hereby certify that Lawrence E. Burnell, personally known to me to be an Officer of White Lodging Services Corporation, the Manager of Schcourt, LLC, and 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 as such Officer of said Manager of Schcourt, LLC, he signed and delivered the said instrument, pursuant to proper authority, as his free and voluntary act, and as the free and voluntary act and deed of said Manager, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 11th day of October, 2004. November 2004

NOTARY PUBLIC

Sharon Mustafa
/07

My commission expres:

10/18/07

Resident county: Lake

SCHCRT2G.AOR Rev. October 18, 2004 File No 041605

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN BARATI'S SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 2 IN ANDERSON'S SECOND SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION, 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCUAL MERIDIAN, RECORDED MAY 26, 2004 AS DOCUMENT 0414732124, IN COOK COUNTY, ILLINOIS.

Parcel 2:

A PERMANENT, NON-EXCLUSIVE EASEMENT OF ACCESS FOR VEHICLES AND PEDESTRIANS IN FAVOR ON PARCEL 1 AS SHOWN ON THE PLAT OF BARATI'S SUBDIVISION, RECORDED MAY 26, 2004 AS DOCUMENT 0414732124, IN COOK COUNTY, ILLINOIS.

Parcel 3:

A PERMANENT NON-EXCLUSIVE EASEMENT TO INSTALL, MAINTAIN, REPAIR, REMOVE AND REPLACE FACILITIES FOR COLLECTION, STORAGE AND UNDERGROUND CONVEYANCE OF STORM WATER IN FAVOR OF PARCEL 1 AS SHOWN ON THE PLAT OF BARATI'S SUBDIVISION, RECORDED MAY 26, 2004 AS DOCUMENT 0414732124, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.

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COMMONLY KNOWN AS:

1311 American Lane, Schaumburg, IL 60173