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INSTRUMENT PREPARED BY:
NICHOLAS GEROULIS
MARTIN & KARCAZES, LTD.
161 North Clark Street
Suite 550
Chicago, Illinois 60601

PLEASE MAIL TO:
ARCHER BANK
4970 S. Archer
Chicago, IL 60632



Doc#: 0434516025
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 12/10/2004 12:28 PM Pg: 1 of 4

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ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated November 25, 1980 and known as Trust Number 1078920 (hereinafter called "Assignor"), the owner of the premises located in the city of Chicago, County of Cook, State of Illinois, and legally described as follows:

PARCEL 1: THE EAST 128 FEET 1 1/4 INCHES OF LOT 5 IN BLOCK 8 IN O. A. BOGUE'S ADDITION TO MORGAN PARK IN THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 2: THE EAST 122.34 FEET OF LOT 4 IN BLOCK 8 IN O. A. BOGUE'S ADDITION TO MORGAN PARK AFORESAID; ALSO

PARCEL 3: LOT 3 (EXCEPT THE WEST 33 FEET AND THE WEST 1/2 OF THAT PART OF LOT 3 LYING EAST OF SAID WEST 33 FEET) IN BLOCK 8 IN O. A. BOGUE'S ADDITION TO MORGAN PAK AFORESAID, ALL IN COOK COUNTY, ILLINOIS

P.I.N. 24-24-225-071-0000

Commonly known as: 11424 S. WESTERN AVE., CHICAGO, IL

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 ARCHER BANK, whose principal place of business is at 4970 S. Archer, Chicago, Illinois 60632 (hereinafter called "Assignee), for collateral purposes only, and for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by PD ORLAND PROPERTY, LLC, an Illinois limited liability company, secured by a certain Mortgage made by Assignor to Assignee, dated DECEMBER 3, 2004, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and all leases now

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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, 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

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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.

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

This Assignment of Leases and Rents is executed by CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated November 25, 1980 and known as Trust Number 1078920 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this mortgage); and no personal liability shall exist or be asserted or enforceable against the said Bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this mortgage or the note secured hereby, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

IN WITNESS WHEREOF, the assignor has executed this instrument as of the day and year aforesaid.

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under Trust Agreement dated July 23, 2001 and known as Trust Number 1109998



Sabra Moller
Vice President

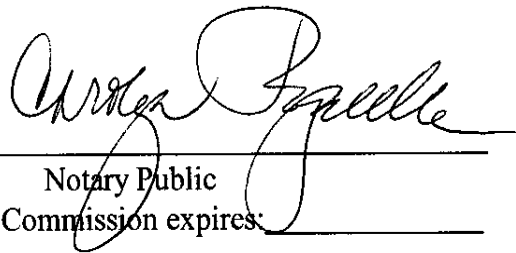
Attest: Attestation not required pursuant to corporate by-laws.
Secretary

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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 LIDIA MARINCA, of CHICAGO TITLE AND TRUST COMPANY, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such AV President and Secretary respectively, 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; and the said ~~ASST. VICE PRESIDENT~~ did also then and there acknowledge that (s)he, as custodian of the corporate seal of said company, did affix the said corporate seal of said company to said instrument as a free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: 12/3, 2004



Notary Public
My Commission expires: _____

