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Cook County Recorder of Deeds
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WHEN RECORDED MAIL TO:
LABE BANK
Main Branch
4343 N. Elston Ave.
Chicago, IL 60641

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Virginia Garcia Loan #0112006736
LABE BANK
4343 N. Elston Ave.
Chicago, IL 60641

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated January 6, 2005, is made and executed between Martin J. Drechen, not personally but as Trustee on behalf of Martin J. Drechen w/t dated December 30, 2004 and known as Trust Number 121504-1 (referred to below as "Grantor") and LABE BANK, whose address is 4343 N. Elston Ave., Chicago, IL 60641 (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:

LOTS 23 AND 24 IN THE SUBDIVISION OF BLOCK 1 IN T. D. LOWTHER'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 13 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

The Property or its address is commonly known as 2828 W. Monroe St., Chicago, IL 60612. The Property tax identification number is 16-13-106-019-0000 & 16-13-106-020-0000.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

BOX 334 CTI

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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 utilities, and the premiums on fire and other insurance effected by Lender on the Property.

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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 to become

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

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time

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thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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 be required to pay.

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

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

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

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

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

CROSS COLLATERALIZATION, CROSS DEFAULT AND REMEDIES. a. Cross Collateralization. The "Total Property" (which shall be the "Real Property" as that term is defined herein, together with the "Real Property", as that term is defined in certain Mortgages dated NOVEMBER 1, 1999, MARCH 31, 2000 and DECEMBER 7, 2001 ("LINE OF CREDIT Mortgages") encumbering certain real properties commonly known as 2915-17 W. ARMITAGE, CHICAGO, ILLINOIS 60647, 6101-03 S. WHIPPLE, CHICAGO, ILLINOIS 60621, 3200-06 W. FULTON / 3200-12 KEDZIE, CHICAGO, ILLINOIS 60624, 6000-02 S. WHIPPLE STREET, CHICAGO, ILLINOIS 60629, 2828 W. MONROE, CHICAGO, ILLINOIS 60612, and legally described on Exhibit B attached hereto and made a part hereof ("LINE OF CREDIT Properties"), given as security for that certain Promissory Note dated

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NOVEMBER 1, 1999 given by Grantor to Lender in the original amount of \$35,000.00 ("LINE OF CREDIT Note") as security for a \$215,000.00 loan ("LINE OF CREDIT Loan"), as well as other documents evidencing or securing the LINE OF CREDIT Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "LINE OF CREDIT Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated JULY 2, 2001 ("ARMITAGE Mortgage") encumbering that certain real property commonly known as 2915-17 W. ARMITAGE, CHICAGO, ILLINOIS 60647, as legally described on Exhibit B attached hereto and made a part hereof ("ARMITAGE Property"), which is being given as security for that certain Promissory Note dated JULY 2, 2001 given by Grantor to Lender in the amount of \$348,750.00 ("ARMITAGE Note") as security for a \$348,750.00 loan ("ARMITAGE Loan"), as well as other documents evidencing or securing the ARMITAGE Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "ARMITAGE Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated SEPTEMBER 15, 1998 ("6101 WHIPPLE Mortgage") encumbering that certain real property commonly known as 6101-03 S. WHIPPLE, CHICAGO, ILLINOIS 60621, as legally described on Exhibit B attached hereto and made a part hereof ("6101 WHIPPLE Property"), which is being given as security for that certain Promissory Note dated SEPTEMBER 15, 1998 given by Grantor to Lender in the amount of \$152,000.00 ("6101 WHIPPLE Note") as security for a \$152,000.00 loan ("6101 WHIPPLE Loan"), as well as other documents evidencing or securing the 6101 WHIPPLE Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "6101 WHIPPLE Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated DECEMBER 18, 2004 ("FULTON / KEDZIE Mortgage") encumbering that certain real property commonly known as 3200-06 W. FULTON / 3200-12 KEDZIE, CHICAGO, ILLINOIS 60624, as legally described on Exhibit B attached hereto and made a part hereof ("FULTON / KEDZIE Property"), which is being given as security for that certain Promissory Note dated DECEMBER 18, 2004 given by Grantor to Lender in the amount of \$315,000.00 ("FULTON / KEDZIE Note") as security for a \$315,000.00 loan ("FULTON / KEDZIE Loan"), as well as other documents evidencing or securing the FULTON / KEDZIE Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "FULTON / KEDZIE Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated NOVEMBER 1, 1999 ("6000 WHIPPLE Mortgage") encumbering that certain real property commonly known as 6000-02 S. WHIPPLE STREET, CHICAGO, ILLINOIS 60629, as legally described on Exhibit B attached hereto and made a part hereof ("6000 WHIPPLE Property"), which is being given as security for that certain Promissory Note dated NOVEMBER 1, 1999 given by Grantor to Lender in the amount of \$170,000.00 ("6000 WHIPPLE Note") as security for a \$170,000.00 loan ("6000 WHIPPLE Loan"), as well as other documents evidencing or securing the 6000 WHIPPLE Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "6000 WHIPPLE Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated DECEMBER 7, 2004 ("MONROE Mortgage") encumbering that certain real property commonly known as 2828 W. MONROE, CHICAGO, ILLINOIS 60612, as legally described on Exhibit B attached hereto and made a part hereof ("MONROE Property"), which is being given as security for that certain Promissory Note dated DECEMBER 7, 2004 given by Grantor to Lender in the amount of \$142,000.00 ("MONROE Note") as security for a \$142,000.00 loan ("MONROE Loan"), as well as other documents evidencing or securing the MONROE Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "MONROE Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated MARCH 4, 2003 ("MAYWOOD Mortgage") encumbering that certain real property commonly known as PROPERTY 7 COMMON ADDRESS, as legally described on Exhibit B attached hereto and made a part hereof ("MAYWOOD Property"), which is being given as security for that certain Promissory Note dated MARCH 4, 2003 given by Grantor to Lender in the amount of \$118,000.00 ("MAYWOOD Note") as security for a \$118,000.00 loan ("MAYWOOD Loan"), as well as other documents evidencing or securing the MAYWOOD Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "MAYWOOD Loan Documents"); and

"Real Property", as that term is defined in that certain Mortgage dated MAY 22, 2000 ("WARREN Mortgage") encumbering that certain real property commonly known as 3054 W. WARREN, BOULEVARD, CHICAGO, ILLINOIS 60612, as legally described on Exhibit B attached hereto and made a part hereof ("WARREN Property"), which is being given as security for that certain Promissory Note dated MAY 22, 2000 given by

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Grantor to Lender in the amount of \$87,500.00 ("WARREN Note") as security for a \$87,500.00 loan ("WARREN Loan"), as well as other documents evidencing or securing the WARREN Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "WARREN Loan Documents"); and "Real Property", as that term is defined in that certain Mortgage dated NOVEMBER 3, 1999 ("ROCKFORD Mortgage") encumbering that certain real property commonly known as 2930 CHATHAM LANE, ROCKFORD, ILLINOIS 61101, as legally described on Exhibit B attached hereto and made a part hereof ("ROCKFORD Property"), which is being given as security for that certain Promissory Note dated NOVEMBER 3, 1999 given by Grantor to Lender in the amount of \$92,000.00 ("ROCKFORD Note") as security for a \$92,000.00 loan ("ROCKFORD Loan"), as well as other documents evidencing or securing the ROCKFORD Loan including Change of Terms and Modifications now or hereafter entered into (collectively, "ROCKFORD Loan Documents"), "ARMITAGE Loan Documents", "6101 WHIPPLE Loan Documents", "FULTON / KEDZIE Loan Documents", "ROCKFORD Loan Documents"; (collectively, "Other Loan Documents") shall secure to Lender the payment of the Indebtedness and the performance of the covenants and agreements set forth in this Mortgage, the Related Documents and the Other Loan Documents, all of which are secured to Lender by this Mortgage without apportionment or allocation of any part or portion of the Property and without apportionment or allocation of any part or portion of the Total Property. Grantor acknowledges that Lender may record this Mortgage against the Total Property, which shall include all property which is given by Grantor as security under the Other Loan Documents.

b. Cross Default. Grantor's principals have entered into one or more Loan Agreements with Lender dated as of NOVEMBER 1, 1999, JULY 2, 2001, SEPTEMBER 15, 1998, DECEMBER 18, 2004, NOVEMBER 1, 1999, DECEMBER 7, 2004, MARCH 4, 2003, MAY 22, 2000, NOVEMBER 3, 1999 and NOVEMBER 1, 1999 as evidenced by the LINE OF CREDIT Note, ARMITAGE Note, 6101 WHIPPLE Note, FULTON / KEDZIE Note, 6000 WHIPPLE Note, MONROE Note, MAYWOOD Note, WARREN Note, and ROCKFORD Note and secured by the LINE OF CREDIT Mortgages, ARMITAGE Mortgage, 6101 WHIPPLE Mortgage, FULTON / KEDZIE Mortgage, 6000 WHIPPLE Mortgage, MONROE Mortgage, MAYWOOD Mortgage, WARREN Mortgage and ROCKFORD Mortgage encumbering LINE OF CREDIT Properties, ARMITAGE Property, 6101 WHIPPLE Property, FULTON / KEDZIE Property, 6000 WHIPPLE Property, MONROE Property, MAYWOOD Property, WARREN Property and ROCKFORD Property (collectively, "Other Loans"). As a material inducement to Lender, Grantor has agreed to cross-collateralize and cross-default said Other Loans with the Loan secured by this Mortgage. Upon (a) the occurrence of a default under this Mortgage or any of the other Related Documents, or (b) the occurrence of a default under the Other Loan Documents, then in any such event, the Lender may declare all of the principal, interest and other sums which may be outstanding under the Note and/or Related Documents and with respect to the Other Loans to be immediately due and payable without further demand, and the Lender may exercise any and all rights and remedies provided in any of this Mortgage, the Related Documents, or any Other Loan Document, whether or not the Lender exercises its right to accelerate the Indebtedness secured by this Mortgage and the Related Documents, or the Indebtedness secured to the Lender by any of the Other Loan Documents.

c. Selection of Remedies. In addition to the rights and remedies provided to Lender elsewhere in this Mortgage, upon the breach of any covenant or agreement of this Mortgage, the Related Documents or the Other Loan Documents, Lender shall be allowed to enforce the payment of the Indebtedness and performance of the Grantor's obligations hereunder, and to exercise all of the rights, remedies and powers provided under this Mortgage or any of the Related Documents, or the Other Loan Documents, or any of them, or under any provision of law, in one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender in its sole and absolute discretion. Lender may enforce its rights against any one or more parcel of the Total Property in such order and manner as the Lender may elect in its sole and absolute discretion. The enforcement of this Mortgage, any of the Related Documents, or any of the Other Loan Documents against any one or more parcel of the Total Property, whether by court action, or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the enforcement of this Mortgage, the Related Documents, or the Other Loan Documents, or any of them, through one or more additional proceedings. No judgment obtained by Lender in any one or more enforcement proceedings shall merge the debt secured hereby into such judgment, and all of such debt which shall remain unpaid shall be a continuing obligation of Grantor, not merged into any such judgment. This Mortgage shall secure to Lender the repayment of any amount which Grantor may owe to Lender, including without limitation the amount of any judgment, together with any interest

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thereon, which may be rendered in connection with the enforcement of the Note or the Related Documents, or any of the Other Loan Documents. Grantor waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under this Mortgage, the Related Documents, or the Other Loan Documents in any particular manner or order. Lender may bring any action or proceeding, including without limitation foreclosure through judicial proceedings in state or federal courts, and such proceeding may relate to all or any part of the Total Property without regard to the fact that any one or more prior or contemporaneous proceedings have been commenced elsewhere with respect to the same or any other part of the Total Property.

d. **Waiver of Marshaling.** Lender shall have the right to determine the order in which any of all of the Total Property shall be subjected to the remedies provided in this Mortgage, any of the Related Documents and the Other Loan Documents or applicable law. Lender shall have the right to determine the order in which any of the Indebtedness is satisfied from the proceeds realized upon the exercise of such remedies. Grantor and any party who now has or may in the future have a security or other interest in any of the Total Property waives any and all right to require the marshaling of assets or to require that any of the Total Property be sold in the inverse order of alienation, or that any of the Total Property be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by applicable law, this Mortgage, any of the Related Documents or any of the Other Loan Documents.

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

Amendments. This Assignment, together with any Related Documents, constitutes the entire 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 federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. 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

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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, invalid, or unenforceable as to any circumstance, no 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, validity or enforceability of any other provision of this Assignment.

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 Assignment or liability under the Indebtedness.

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

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.

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:

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 ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Jack Clark's Family, Inc.; Larry E. Downing; and Denise Downing.

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

Event of Default. The words "Event of Default" mean any of the events of default set forth in this

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ASSIGNMENT OF RENTS (Continued)

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Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Martin J. Drechen u/t/a dated December 30, 2004 and known as Trust Number 121504-1.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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 and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means LBE BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated January 6, 2005 in the amount of \$142,000.00 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.

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.

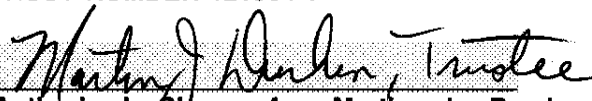
Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, 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 JANUARY 6, 2005.

GRANTOR:

MARTIN J. DRECHEN U/T/A DATED DECEMBER 30, 2004 AND KNOWN AS TRUST NUMBER 121504-1

By:


Authorized Signer for Martin J. Drechen u/t/a dated
December 30, 2004 and known as Trust Number 121504-1

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ASSIGNMENT OF RENTS

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

On this 5TH day of JANUARY, 2005 before me, the undersigned Notary Public, personally appeared MARTIN J. DECHEN AS TRUSTEE

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust.

By Fabiola Lozano Residing at 856 S. Kostner Chicago IL 60612

Notary Public in and for the State of ILLINOIS

My commission expires 10/21/08



Cook County Clerk's Office

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EXHIBIT (B)

Property Address: 2915-17 W. Armitage, Chicago IL 60647
Tax ID#:13-36-305-003-0000.

Legal Description:

LOTS 1 AND 2 IN ESTATE OF POLLY DEVELOP SUBDIVISION OF LOTS 23 AND 24 IN BLOCK 3 IN HANSBOROUGH AND HESS' SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM SAID LOTS 1 AND 2 SO MUCH OF SAME AS LIES WITHIN THE BOUNDARIES OF THE EAST 1 VIGINTILLONTH PART OF LOTS 23 AND 24 IN THE EAST 1/1001 PART OF LOT 24 IN BLOCK 3 IN HANSBOROUGH AND HESS SUBDIVISION AFORESAID), IN COOK COUNTY, ILLINOIS.

Property Address: 6101-03 S. Whipple, Chicago IL 60621
Tax ID#: 19-13-319-001-0000.

Legal Description:

LOTS 29 AND 40 IN BLOCK 9 IN COBE AND MCKINNON'S 63RD STREET AND KEDZIE AVENUE SUBDIVISION OF THE WEST OF THE SOUTH WEST OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 3200-06 W. Fulton / 3200-12 Kedzie, Chicago IL 60624
Tax ID#: 16-11-405-088-0000.

Legal Description:

LOTS 1,2,3 AND 4 IN THE SUBDIVISION OF THE SOUTH ½ OF BLOCK 6 IN TYRELL, BARTLETT AND KERFOOT'S SUBDIVISION OF THAT PART LYING NORTH OF LAKE STREET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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Property Address: 6000-02 S. Whipple St, Chicago IL 60629
Tax ID#: 19-13-310-021-0000.

Legal Description:

LOTS 1 AND 2 IN BLOCK 7 IN COBE AND MCKINNON 63RD ST KEDZIE AVENUE SUBDIVISION OF PART OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 2828 W. Monroe, Chicago IL 60612
Tax ID#16-13-106-019-0000 / 16-13-106-020-0000.

Legal Description:

LOTS 23 AND 24 IN THE SUBDIVISION OF BLOCK 1 IN T.D. LOWTHER'S SUBDIVISION OF THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 13 TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

Property Address: 1510 S. 5th Avenue, Maywood, IL 60153
Tax ID#:15-14-143-018-0000.

Legal Description:

THE NORTH 16 FEET 7 1/2 INCHES OF LOT 16 AND ALL OF LOT 17 IN BLOCK 171 IN MAYWOOD, A SUBDIVISION IN SECTIONS 2, 11 AND 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.