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PREPARED BY:
William Fink

WHEN RECORDED RETURN TO:

Commercial Loan Services
IL1-1145(B2)
120 S. LaSalle St.
Chicago, IL 60603



Doc#: 0513116070
Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
Date: 05/11/2005 10:26 AM Pg: 1 of 9



Property of Cook County Clerk's Office

BANK ONE

Assignment of Real Estate Leases and Rents

This Assignment is dated as of March 21, 2005, by Wayne Hummer Trust Company, N.A. not individually, but as Trustee under that certain Trust Agreement dated February 14, 2005, and known as Trust Number Bev-2024 (the "Assignor"), to JPMorgan Chase Bank, N.A. and its successors and assigns (the "Bank").

The Assignor has executed and delivered this day this Assignment of Real Estate Leases and Rents (as amended, modified and replaced from time to time, the "Assignment") related to the real property described as:

Located in the Town of Stickney, County of Cook, State of Illinois:

See Exhibit "B" Attached Hereto and Made a Part Hereof for All Purposes Intended,

Commonly known as 4950 West Pershing Rd, Stickney, Illinois 60402,
Tax Parcel Identification No. 16-33-400-037-0000.

The property described above shall be referred to herein as the "Premises".

For the purpose of further securing the Liabilities (as defined in that certain Term Note of even date herewith), the Assignor absolutely, unconditionally, irrevocably and presently assigns, grants, conveys and sets over unto the Bank all of the Assignor's right, title and interest in and to all present and future: (a) leases, subleases, licenses and other agreements for the use and/or occupancy of the Premises, oral or written, including, without limitation, all extensions, renewals, replacements and holdovers (collectively, the "Leases") and (b) rents, revenues, income, issues, royalties, profits, bonuses, accounts, cash, security deposits, advance rents and other payments and/or benefits, of every kind or nature, derived from the Leases and/or the Premises, including, without limitation, the Assignor's right to enforce Leases and to receive and collect all payments and proceeds under the Leases

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(collectively, the "Rents"). Copies of existing Leases and Lease amendments have been delivered to the Bank. The Assignor will provide copies of any future Leases and Lease amendments to the Bank.

Subject to the license granted to the Assignor below, the Bank shall have the complete right and authority, at any time from and after the occurrence of any default under the Liabilities, to collect and receive the Rents. For this purpose, the Bank is hereby given and granted the following rights, powers and authority: (a) the Bank may send notices to any and all tenants of the Premises advising them of this Assignment and directing all the Rents to be paid directly to the Bank or the Bank's agent; (b) the Bank may (i) enter upon and take possession of the Premises, (ii) demand, collect and receive from the tenants (or from any other persons liable therefor) all of the Rents, (iii) institute and carry on all legal proceedings necessary for the protection of the Premises, including such proceedings as may be necessary to recover possession of the Premises and collect the Rents, (iv) remove any tenant or other persons from the Premises, (v) enter upon the Premises to maintain the Premises and keep the same in repair, and pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Premises in proper repair and condition and (vi) pay all taxes, assessments and water utilities and the premiums on fire and other insurance effected by the Bank on the Premises; (c) the Bank may do any and all things necessary or advisable to execute and comply with all applicable laws, rules, orders, ordinances and requirements of all governmental agencies; (d) the Bank may (i) rent or lease the whole or any part of the Premises for such term or terms and on such conditions as the Bank may deem appropriate, (ii) modify, terminate or accept the surrender of any Leases and/or (iii) waive, release, discharge or compromise any Rents or any obligations of any of the tenants under any Leases; (e) the Bank may make any payment, including necessary costs, expenses and reasonable attorneys' fees and court costs, or perform any action, required of the Assignor under any Lease, without releasing the Assignor from the obligation to do so and without notice to or demand on the Assignor; (f) the Bank may engage such agent or agents as the Bank may deem appropriate, either in the Bank's name or in the Assignor's name, to rent and manage the Premises, including the collection and application of the Rents; and (g) the Bank may do all such other things and acts with respect to the Premises, the Leases and the Rents as the Bank may deem appropriate and may act exclusively and solely in the place and stead of the Assignor. The Bank has all of the powers of the Assignor for the purposes stated above. The Bank shall not be required to do any of the foregoing acts or things and the fact that the Bank shall have performed one or more of the foregoing acts or things shall not require the Bank to do any other specific act or thing. The foregoing rights and remedies of the Bank are in addition to and not in limitation of the rights and remedies of the Bank at law, in equity, under the Related Documents as defined below. The exercise by the Bank of any of the foregoing rights and remedies shall not constitute a cure or waiver of any default of the Liabilities. For purposes of this Assignment, the term "Related Documents" shall mean all loan agreements, credit agreements, reimbursement agreements, security agreements, mortgages, deeds of trust, pledge agreements, assignments, guaranties, notes or any other instrument or document executed in connection with any of the Liabilities.

Any Rents received by the Bank shall be applied against the Liabilities in such order or manner as the Bank shall elect in its sole discretion.

The Assignor hereby irrevocably authorizes and directs the tenants under the Leases to pay the Rents to the Bank upon written demand by the Bank, without further consent of the Assignor. The tenants may rely upon any written statement delivered by the Bank to the tenants. Any such payment to the Bank shall constitute payment to the Assignor under the Leases. The provisions of this paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of the Assignor or any person claiming through or under the Assignor, other than a tenant who has not received such notice. This Assignment is not contingent upon any notice or demand by the Bank to the tenants.

The Bank's acceptance of this Assignment shall not, prior to entry upon and taking possession of the Premises by the Bank, be deemed to constitute the Bank a "mortgagee in possession", nor obligate the Bank to: (a) appear in or defend any proceedings relating to any of the Leases, the Rents or to the Premises; (b) take any action hereunder; (c) expend any money, incur any expense or perform any obligation or liability under the Leases; or (d) assume any obligation for any deposits delivered to the Assignor by any tenant and not delivered to the Bank.

The Assignor consents to the appointment of a receiver for the Premises, without notice, if this is believed necessary or desirable by the Bank.

The Rents constitute cash collateral as defined under federal bankruptcy law.

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Until a default occurs under the Liabilities, the Assignor shall have a license, subject to the other covenants of the Assignor set forth in this Assignment, to (a) remain in possession and control of the Premises, (b) operate and manage the Premises and (c) collect the Rents; provided that the granting of such license shall not constitute the Bank's consent to the use of cash collateral in any bankruptcy proceedings. The foregoing license shall automatically and immediately terminate, without notice to the Assignor, upon the occurrence of any default under the Liabilities.

The Assignor Represents and Covenants as Follows:

1. The Assignor will fulfill and perform its obligations under all Leases and give the Bank prompt notice of any default in the performance of the terms and conditions of the Leases by either the Assignor or the tenant, together with copies of notices sent or received by the Assignor in connection with any Lease;
2. Without the prior written consent of the Bank, the Assignor shall not in any way, (a) amend, modify, assign its interest under, cancel or terminate its right to receive Rents, (b) accept a surrender of any obligation to pay Rents, (c) accept any payment of Rent under any Lease more than thirty (30) days in advance, or (d) waive, release, discharge or compromise any Rent or any of the tenant's obligations to pay Rents, except that the Assignor may increase Rents without the Bank's consent;
3. The Assignor will appear and defend or prosecute any action growing out of any Lease at the Assignor's cost and expense;
4. The Bank may, but shall not be required to, make any payment including necessary costs, expenses and reasonable attorneys' fees and court costs, or perform any action required of the Assignor under any Lease, without releasing the Assignor from the obligation to do so and without notice to or demand on the Assignor. The Assignor will, immediately upon demand, reimburse the Bank for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Liabilities, all of which shall be added to the Liabilities;
5. The Assignor has not previously assigned any of its rights under any Lease. The Assignor has not accepted Rent more than thirty (30) days in advance of accrual. There is no present default under any Lease by either the Assignor or any tenant. All existing Leases are in full force and effect and unmodified. To the best of the Assignor's knowledge, no person or entity is in possession of the Premises, except pursuant to a valid and fully executed Lease that has been assigned to the Bank pursuant to this Assignment. The Assignor owns the Leases, is entitled to receive the Rents and has authority to assign the Leases and the Rents to the Bank as set forth in this Assignment. The Assignor will enforce the tenant's obligations under their respective Leases;
6. The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any Lease; and
7. The Assignor covenants not to execute any other assignment of the Leases or the Rents as security for any debt without the prior written consent of the Bank.

Notice. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein, and if to the Bank, at its main office if no other address of the Bank is specified herein, by one of the following means: (a) by hand, (b) by a nationally recognized overnight courier service, or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

Indemnification. The Assignor agrees to indemnify, defend and hold the Bank and JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, and each of their respective shareholders, directors, officers, employees and agents (collectively, the "Indemnified Persons") harmless from any and all obligations, claims, liabilities, losses, damages, penalties, fines, forfeitures, actions, judgments, suits, costs, expenses and disbursements of any kind or nature (including, without limitation, any Indemnified Person's attorneys' fees) (collectively, the "Claims") that may be imposed upon, incurred by or assessed against any Indemnified Person (whether or not caused by any Indemnified Person's sole, concurrent, or contributory negligence) arising

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out of or relating to this Assignment; the Assignor's use of the property covered by this Assignment; the exercise of the rights and remedies granted under this Assignment (including, without limitation, the enforcement of this Assignment and the defense of any Indemnified Person's action or inaction in connection with this Assignment); and in connection with the Assignor's failure to perform all of the Assignor's obligations under this Assignment, except to the limited extent that the Claims against any such Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this section shall survive the termination of this Assignment and shall extend to and continue to benefit each individual or entity who is or has at any time been an Indemnified Person.

The Assignor's indemnity obligations under this section shall not in any way be affected by the presence or absence of covering insurance, or by the amount of such insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under any insurance policy or policies affecting the Assignor's assets or the Assignor's business activities. Should any Claim be made or brought against any Indemnified Person by reason of any event as to which the Assignor's indemnification obligations apply, then, upon any Indemnified Person's demand, the Assignor, at its sole cost and expense, shall defend such Claim in the Assignor's name, if necessary, by the attorneys for the Assignor's insurance carrier (if such Claim is covered by insurance), or otherwise by such attorneys as any Indemnified Person shall approve. Any Indemnified Person may also engage its own attorneys at its reasonable discretion to defend the Assignor and to assist in its defense and the Assignor agrees to pay the fees and disbursements of such attorneys.

If any provision of this Assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Assignment. No waiver by the Bank of any right or remedy granted or failure to insist on strict performance by the Assignor shall affect or act as a waiver of any other right or remedy of the Bank, nor affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Assignor, and all rights and remedies of the Bank are cumulative.

The promises and agreements set forth in this Assignment shall bind, and the rights and benefits set forth in this Assignment shall be to the benefit of, the parties and their respective successors and assigns. The Assignor agrees that the Bank may at any time sell or transfer one or more participation interests in all or any part of the Liabilities to one or more purchasers, whether or not related to the Bank.

If there is more than one Assignor, the obligations under this Assignment shall be joint and several.

This Assignment, and the Related Documents constitute the entire understanding of the parties hereto and may not be amended or altered except by a written instrument that has been signed by the party(ies) against which enforcement of the amendment or alteration is sought.

Time is of the essence in this Assignment.

The Assignor agrees that the Bank may provide any information or knowledge the Bank may have about the Assignor or about any matter relating to this Assignment or the Related Documents to JPMorgan Chase & Co., or any of its subsidiaries or affiliates or their successors, or to any one or more purchasers or potential purchasers of all or any part of the Liabilities and/or the Related Documents.

Governing Law and Venue. This Assignment is delivered in the State of Illinois and governed by Illinois law (without giving effect to its laws of conflicts); provided, however, that if the real estate that is the subject of this Assignment is located in another state, the laws of such other state shall govern the validity, enforceability, perfection, priority, construction, effect, enforcement and remedies with respect to this Assignment, but nothing herein shall be construed to provide that the laws of any state other than the State of Illinois shall apply to the obligations and indebtedness secured by this Assignment. The Assignor agrees that any legal action or proceeding with respect to any of its obligations under this Assignment may be brought by the Bank in any state or federal court located in the State of Illinois, as the Bank in its sole discretion may elect. By the execution and delivery of this Assignment, the Assignor submits to and accepts, for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of those courts. The Assignor waives any claim that the State of Illinois is not a convenient forum or the proper venue for any such suit, action or proceeding.

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WAIVER OF SPECIAL DAMAGES. THE ASSIGNOR WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT THE UNDERSIGNED MAY HAVE TO CLAIM OR RECOVER FROM THE BANK IN ANY LEGAL ACTION OR PROCEEDING ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

JURY WAIVER. THE ASSIGNOR AND THE BANK (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN THE ASSIGNOR AND THE BANK ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE BANK TO PROVIDE THE

FINANCING DESCRIBED HEREIN.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the trust estate for the payment thereof.

Assignor:

Wayne Hummer Trust Company, N.A. not individually, but as Trustee under that certain Trust Agreement dated February 14, 2003, and known as Trust Number Bev-2024

By: *Linda Pitrowski*
Linda J. Pitrowski, Asst. V.P.
Printed Name Title

By: *William Salamone*
William Salamone, Exec. V.P.
Printed Name Title

RIDER ATTACHED HERETO IS EXPRESSLY
MADE A PART HEREOF

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ACKNOWLEDGMENT

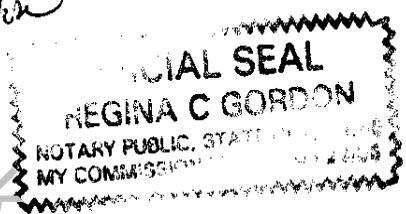
State of Illinois)
) ss
County of Cook)

I, Undersigned, a Notary Public in and for said County and State, certify that Linda J. Pitrowski, a Asst. V.P. of Wayne Hummer Trust a(n) William Salamone, E.V.P. personally known to me to be the person whose name is subscribed to the foregoing instrument as such A.V.P. & E.V.P., appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said A.V.P. and E.V.P. for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of April, 2005

My Commission Expires: 9/22/05, Notary Public

Regina C. Gordon



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**EXHIBIT A
TO
ASSIGNMENT OF REAL ESTATE LEASES AND RENTS
(THE "ASSIGNMENT")
DATED March 21, 2005**

JOINDER OF BENEFICIARY

The undersigned, being the owner of one hundred percent (100%) of the beneficial interest in and being the sole beneficiary of the Trust that is the Assignor under the foregoing Assignment, hereby consents to and joins in the terms and conditions of the foregoing Assignment, intending hereby to bind any interest its successors or assigns may have in the premises described in the foregoing Assignment, as fully and with the same effect as if the undersigned were named as the Assignor in the said Assignment solely for the purposes therein set forth.

Dated: ~~March~~ 4/6/05, 2005

BENEFICIARY

Signed: _____

Gary E. Harper

State of Illinois)
County of Cook) ss

I, Coral Garcia, a Notary Public in and for said County and State, certify that Gary E. Harper 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 he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 6th day of April, 2005

My Commission Expires: June 17th, 2005 _____ Notary Public



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EXHIBIT B

PARCEL 1:

That part of the West 130 feet of the East 780.0 feet of the South East $\frac{1}{4}$ of Section 33, township 39 North, Range 13, East of the Third Principal Meridian, which lies North of a line drawn at right angles to the East line of said South East $\frac{1}{4}$ at a point which is 552.11 feet North of the South East corner of said South East $\frac{1}{4}$ of said Section 33 and South of the following described line:

Beginning at a point on the East line of said South East $\frac{1}{4}$ of said Section 33 which is 1,213.18 feet North of the South East corner thereof; thence West at right angles to the East line of said South East $\frac{1}{4}$ of said Section 33, a distance of 40 feet to a point; thence Southwesterly on a line with an angle of 164 degrees 24 minutes 00 seconds measured from East to South West from last described line, a distance of 259.98 feet, thence Southwesterly on a line with a deflection of 00 degrees 36 minutes to the left from the last described line to the point of intersection of said last described line with the West line of said East 780.0 feet of said South East $\frac{1}{4}$ of said Section 33, in Cook County, Illinois.

PARCEL 2:

That part of the West 397 feet of the East 780 feet of the South East $\frac{1}{4}$ of Section 33, Township 39 North, Range 13, East of the Third Principal meridian, which lies South of a line drawn at right angles to the East line of said South East $\frac{1}{4}$ at a point which is 552.11 feet North of the South East corner of the said South East $\frac{1}{4}$ of said Section 33, in Cook County, Illinois.

Property address: 4950 West Pershing Rd.
Stickney, Illinois 60402

PIN No.: 16-33-400-037-0000

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ASSIGNMENT OF RENTS EXONERATION RIDER

This Assignment of Rents is executed by **WAYNE HUMMER TRUST COMPANY, N.A.** not personally, but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said **WAYNE HUMMER TRUST COMPANY, N.A.** hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the said Trustee or on said **WAYNE HUMMER TRUST COMPANY, N.A.** personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, or on account of any warranty or indemnification made hereunder, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successors and **WAYNE HUMMER TRUST COMPANY, N.A.** personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

WAYNE HUMMER TRUST COMPANY
N.A. as Trustee under Trust
Agreement dated 02/14/05
and known as Trust No.
BEV-2024

By: 
Asst. Vice President

ATTEST: 
Authorized Officer