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0719002043

INSTRUMENT PREPARED BY LANCE JOHNSON MARTIN & KARCAZES, LTD. 161 N. Clark St. - Suite 550 Chicago, IL 60601

PLEASE MAIL TO: ALLEGIANCE COMMUNITY BANK 8001 W. 183rd St. Tirley Park, Illinois 60477 Doc#: 0719002043 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 07/09/2007 07:55 AM Pg: 1 of 6

## ASSIGNMENT OF LEASES AND RENTS

KNOW LL MEN BY THESE PRESENTS, that the undersigned, ORLEANS INVESTMENT GROUP LLC, an Illinois limited liability company, (hereinafter called "Assignor"), the owner of the certain premises commonly known as 1535 N. ORLEANS ST., CHICAGO, ILLINOIS and legally described as follows:

### SFI ATTACHED EXHIBIT "A".

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, transfer, sell, assign and set over unto ALLEGIANCE COMMUNITY BANK, whose principal place of business is at 8001 W. 183rd St., Tinley Park, IL 60477 (hereinafter called "Assignee", for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Assignor, secured by a certain Mortgage made by Assignor to Assignee, dated JUNE 29, 2007, and recorded in the Office of the Recorder of Deeds of COOK County, ILLINOIS, and other collateral, any and all leases now 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 greement, 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

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0719002043 Page: 2 of 6

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may determine, on account of the following:

- 1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.
- 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.
- 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 Mortgage e 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.

The Assignee shall have the right and power to exercise this Assignment of Leases and Rents with or without notice to Assignor of a refault 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 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 natmless 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.

Signature page follows.

0719002043 Page: 3 of 6

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29th day of JUNE, 2007.

ORLEANS INVESTMENT GROUP, LLC, an

Illinois limited liability company

By:

Dragan Labovic, its Manager

State of Illinois

) ss.

County of Cook

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that DRAGAN LABOVIC, known to me to be the same person whose name is subscribed to the foregoing instrument as Manager of Orleans Investment Group, LLC, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and s. Itary.

Of Control

Office

Office voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: June 29, 2007

0719002043 Page: 4 of 6

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#### EXHIBIT "A"

#### LEGAL DESCRIPTION

THE WEST 1/2 OF THE NORTH 1/2 OF LOT 91 AND THE WEST 1/2 OF LOT 92 IN W. B. ODGEN'S SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125, ALL OF LOTS 123, 124, 127 TO 134, AND 137 OF BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE WEST 1/2 OF THE SOUTH 1/2 OF LOT 91 IN W.B. OGDEN'S SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125, ALL OF LOTS 123, 124, 127 TO 134 AND 137 OF BRONSOIUS ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, IT LINOIS.

P.I.N. 17-04-201-005-0500

**COMMON ADDRESS:** 

1535 N. ORLEANS ST., CHICAGO, IL.

0719002043 Page: 5 of 6

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## ASSIGNMENT OF DEPOSIT ACCOUNT

To: Allegiance Community Bank 8001 W. 183<sup>rd</sup> St. Tinley Park, Illinois 60477

FOR VALUE RECEIVED, the undersigned hereby assigns to you all right, title and interest to the funds on deposit with you in Deposit Account No. 1814144 (the "Deposit Account") with an opening balance of \$200,000.00, as security for the obligations of the undersigned to you pursuant to the terms and conditions of the Note and Non-Revolving Line of Credit J. 20.1 Agreement of even date herewith, executed by the undersigned (hereinafter "Obligations").

This assignment shall be a continuing one and shall be effective until the Obligations have been satisfied; and shall operate as security for payment of any other debts or liabilities of the undersigned to you now in existence or hereafter contracted.

You are hereby authorized to charge against the above account, any payments due under the Obligations and any note of notes representing unpaid balance of the Obligations at maturity or thereafter, with interests and coats if not otherwise paid.

Any interest paid on the above account is assigned as additional security under this assignment.

Allegiance Community Bank shall release any remaining funds on deposit in the Deposit Account pursuant to this pledge upon payment in full of the Obligations secured hereby.

Dated: June 29, 2007

ORLEANS INVESTMENT GOODP, LLC, an

Illinois limited liability company

Dragan Labovic, its Manager

0719002043 Page: 6 of 6

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#### SCHEDULE 1

ATTACHED TO AND INCORPORATED BY REFERENCE IN LOAN AGREEMENT **DATED JUNE 29, 2007** BETWEEN ALLEGIANCE COMMUNITY BANK, AS LENDER AND ORLEANS INVESTMENT GROUP, LLC, AS BORROWER

#### LEGAL DESCRIPTION

THE WEST 1/2 OF THE NORTH 1/2 OF LOT 91 AND THE WEST 1/2 OF LOT 92 IN W. B. ODGEN'S SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125, ALL OF LOTS 123, 124. 127 TO 134, AND 137 OF BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE WEST 1/2 OF THE SOUTH 1/2 C? LOT 91 IN W.B. OGDEN'S SUBDIVISION OF THE WEST 1/2 OF LOTS 120 AND 125, ALL C. LOTS 123, 124, 127 TO 134 AND 137 OF BRONSON'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN GE 1.,
1535 N, ORLEANS ST., CHICAGO, Π. COOK COUNTY, ILLINOIS.

P.I.N. 17-04-201-005-0000

COMMON ADDRESS: