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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. 153rd Street Tinley Fark, Illinois 60477 Doc#: 0817918061 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds
Date: 06/27/2008 03:04 PM Pg: 1 of 4

LASALLE TITLE

Ln#11806081

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, HOME ACQUISITIONS, INC., an Illinois corporation, (!.ereinafter called "Assignor"), the owner of the certain premises legally described as follows:

PARCEL 1: LOT 13 AND THE SOUTH & FEET OF LOT 14 IN THE SUBDIVISION OF BLOCK 2 IN CONRAD SEIPP'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 20-25-101-006-0000

Common Address: 7129 S. Cornell Ave., Chicago, Plinois.

PARCEL 2: THE NORTH 30 FEET OF THE SOUTH 120 FEET OF THE WEST 1/2 (EXCEPT THE EAST 8 FEET) OF THE NORTH 1/2 OF BLOCK 8 IN "WAKEMAN'S SUBLIVISION" OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 20-27-415-007-0000

Common Addres: 7619 S. Evans Ave., Chicago, Illinois.

PARCEL 3: THE SOUTH 5 FEET OF LOT 5, ALL OF LOT 6 AND THE NORTH 5 FELT OF LOT 7 IN WAKEFIELD NINTH ADDITION, BEING TAINTOR'S SUBDIVISION OF 3LOCK 14 IN WAKEFIELD'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 20-27-429-021-0000

Common Address: 7814 S. Langley, Chicago, Illinois.

PARCEL 4: LOT 132 IN E.B. SHOGREN AND COMPANY'S AVALON HIGHLANDS SUBDIVISION, BEING A SUBDIVISION OF CERTAIN LOTS IN CERTAIN BLOCKS IN CORNELL, IN THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 6741064, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 20-35-108-003-0000

Common Address: 8007 S. Maryland Ave., Chicago, Illinois.

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PARCEL 5: LOT 5 IN JAMES M. ADAMS SUBDIVISION OF LOT 31 LYING SOUTH OF MONROE STREET IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 16-16-205-007-0000

Common Address: 4927 W. Monroe St., Chicago, Illinois.

PARCEL 6: LOT 32 IN BLOCK 1 IN RESUBDIVISION OF THE WEST 1/2 OF BLOCKS 8 AND 11 AND ALL OF BLOCKS 9 AND 10 EXCEPT LOTS 19, 22 AND 23 OF BLOCK 10 OF THE ORIGINAL SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 25-20-417-015-0000

Common Address: 11741 S. Sangamon St., Chicago, Illinois.

PARCEL 7: LOT 12 AND THE SOUTH 5 FEET OF LOT 11 IN BLOCK 1 IN "BEARDSLEY'S ADDITION TO AUSTIF", A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF LAKE STREET (EXCEPT THE NORTH 2.5 ACRES AND THE SOUTH 62.50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

Permanent Index No. 16-09 307 017-0000

Common Address: 301 N. LaTrobe Ave., Chicago, Illinois.

PARCEL 8: LOT 10 (EXCEPT THE NORTH '6 FEET TAKEN FOR ALLEY) IN BLOCK 1 IN BUTLER, CUMMINS AND SCULLYS SUBDIVISION OF PART OF MUNSON'S ADDITION TO CHICAGO, IN THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILL IN DIS.

Permanent Index No. 16-15-412-040-0000

Common Address: 4024 W. Lexington St., Chicago, Illinois.

PARCEL 9: LOT 156 IN "BUTLER LOWERY'S CRAWFORD AVENUE ADDITION TO CHICAGO" IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 16-15-417-013-0000

Common Address: 4129 W. Arthington St., Chicago, Illinois.

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, Illinois 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 18, 2008, 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 agreement, either written or oral, in respect thereto, and does hereby irrevocably appoint said Assignee as true

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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. Reasona ole 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.
- 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.

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 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.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the 18th day of JUNE, 2008.

HOME ACQUISITIONS, INC., an

Illinois corporation

Timothy T. Balin, President & Secretary

State of Illinois

) ss.

County of Cook

The undersigned, a Notary Public 1: and for said county, in the aforesaid State, does hereby certify that TIMOTHY T. BALIN, known to me to be the same person whose name is subscribed to the foregoing instrument as the President and Secretary of HOME ACQUISITIONS, INC., appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: June 18, 2008

Notary Public