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RECORDATION REQUESTED BY:

The Northern Trust Company
One Oakbrook Terrace
2nd Floor
Oakbrook Terrace, Illinois 60181

Doc#: 1113911080 Fee: \$50.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/19/2011 12:29 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:

The Northern Trust Company
Attn: Curtis M. Bambule
One Oakbrook Terrace
2nd Floor
Oakbrook Terrace, Illinois 60181

For Recorder's Use Only

THIS ASSIGNMENTS OF RENTS

PREPARED BY:

Russell A. Adkins
Huck Bouma P.C.
1755 S. Naperville Rd., Suite 200
Wheaton, Illinois 60189

ASSIGNMENT OF RENTS AND LEASES

THIS AGREEMENT is made as of May 16, 2011, by and among **JOHN ANDREWS** and **GEORGE ANDREWS** (collectively "**Assignor**"), to **THE NORTHERN TRUST COMPANY**, or its successors or assigns ("**Assignee**").

WITNESSETH

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor and each of them in, to and under all present leases of the premises described in Exhibit "A" attached hereto and made a part hereof ("**Premises**") (including the lease described on the Schedule of Leases attached hereto and made a part hereof as Exhibit "B") together with all future leases hereinafter entered into by any lessor affecting the Premises, and all guaranties, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "**Leases**") and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises.

This Assignment is made for the purposes of securing:

A. The payment of the indebtedness evidenced by the Mortgage Note of even date, made by Assignor payable to Assignee in the principal amount of Eight Hundred Eighty Five Thousand and 00/100 Dollars (\$885,000.00) (the "**Note**");

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of a certain Mortgage, Security Agreement and Financing Statement given by Assignor to Assignee under even date herewith (the "**Mortgage**") (the terms of which Note and which Mortgage are hereby incorporated by reference) and all other instruments constituting security for the Note; and

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BOX 333-CT

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C. The performance and discharge of each and every term, covenant and condition of Assignor contained in the Note, Mortgage and in all other instruments constituting security for the Note.

Assignor covenants and agrees with Assignee as follows:

1. There is no present lease of the Premises not listed on the Schedule of Leases.
2. The sole ownership of the entire landlords' interest in the Leases is vested in Assignor. Assignor has not, and shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases except an assignment or pledge securing the Indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (d) make any lease of the Premises except for actual occupancy by the tenant thereunder.
3. Each of the Leases listed on the Schedule of Leases is valid and enforceable in accordance with its terms and none has been altered, modified, amended, terminated, cancelled, renewed or surrendered nor has any term or condition thereof been waived in any material manner except as listed on such Schedule of Lease.
4. None of the Leases shall be materially altered, materially modified, materially amended, terminated, cancelled or surrendered, without the prior written approval of the Assignee, which consent shall not be unreasonably withheld or delayed, except in the ordinary course of business and only in the event such action does not have a material adverse effect on the operation of, or the rental income from, the Premises, nor shall any term or condition thereof be waived.
5. There is no default now existing under any of the Leases in the payment of rent, and, to the best of Assignor's knowledge, there is no other default now existing under any of the Leases, and to the best of Assignor's knowledge, there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill and perform each and every material covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed.
6. Assignor shall give prompt notice to Assignee of each notice received by Assignor or any of them claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.
7. Assignor will not suffer or permit any of the leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent without Assignee's prior written consent in each case, which consent shall not be unreasonably withheld or delayed.
8. This Assignment is absolute and is effective immediately; however, until notice is sent by Assignee to the Assignor in writing that an Event of Default has occurred under the Note or under any other instrument at any time constituting security for the Note and has not been cured

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within the applicable cure periods (an "Event of Default") (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits from the Premises.

9. If any Event of Default occurs or exists at any time, Assignee may (at its option after service of a Notice) receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits until such Event of Default is cured and during the pendency of any foreclosure proceedings, and (if there is a deficiency) during the redemption period (if any).

10. Upon the occurrence of an Event of Default, Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor (from and after an Event of Default and the service of a Notice) to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed (from and after an Event of Default and service of a Notice) to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Leases, all present and future tenants are further expressly authorized and directed to rely on notices from Assignee and shall have no right or duty to inquire as to whether any Event of Default has actually occurred or is then existing, all present and future tenants are expressly relieved of all duty, liability or obligation to Assignor and each of them in respect of all payments so made to Assignee or such nominee.

11. After the occurrence of an Event of Default and service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor and each of them relating thereto, and may exclude the Assignor and its agents and servants wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times (after an Event of Default and service of a Notice) without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all indebtedness and liability of Assignor to Assignee, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments due from Assignor to Assignee on the Note and the Mortgage; all in such order and for such time as Assignee may determine.

12. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of any landlord under any of the Leases. Assignee does not hereby assume any of the liabilities in connection with or

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arising or growing out of the covenants and agreements of Assignor or any of them under any of the Leases.

13. Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases, except any liability, loss or damage or claims or demands resulting from Assignee's own actions, inactions or negligence.

14. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger, other than as a result of Assignee's own actions.

15. Assignee may: (a) take or release other security; (b) release any party primarily or secondarily liable for any of the Indebtedness (as defined in the Mortgage) secured hereby; (c) grant extensions, renewals or indulgence with respect to such Indebtedness; and (d) apply any other security therefor held by Assignee to the satisfaction of such Indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the Indebtedness secured hereby.

16. Assignee may, at its option after reasonable notice to the Assignor, although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor and each of them, and all monies expended in so doing shall be chargeable to Assignor, with interest thereon at the rate set forth in the Note applicable to a period when an Event of Default exists under the Note, and shall be added to the Indebtedness secured hereby, and shall be immediately due and payable.

17. Waiver of, or acquiescence by Assignee in, any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

18. The rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Note and all instruments constituting security for the Note, and at law and in equity

19. If any provision contained in this Assignment, or its application to any person or circumstances, is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

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20. Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served upon personal delivery or upon the third day after being deposited in United States certified mail, return receipt requested, postage prepaid, or upon delivery by Federal Express or other similar nationally recognized overnight courier service, to the addresses provided in the Note, or to such other address as a party may indicate in writing by a Notice in accordance herewith.

21. The terms "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

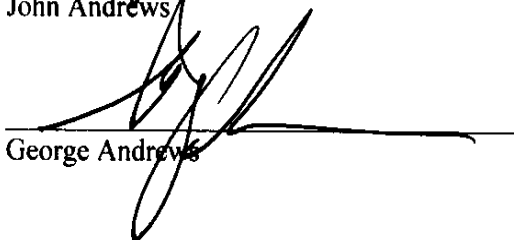
22. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and acknowledged as of the date first above written.

ASSIGNOR:



John Andrews



George Andrews

PROPERTY OF Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, do hereby certify that JOHN ANDREWS is 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, sealed and delivered the said instrument as his free and voluntary act as an authorized trust officer, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of May, 2011.

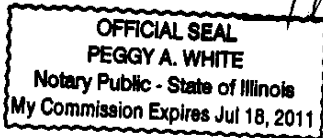


Peggy A. White
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public, do hereby certify that GEORGE ANDREWS is 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, sealed and delivered the said instrument as his free and voluntary act as an authorized trust officer, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of May, 2011.



Peggy A. White
NOTARY PUBLIC

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EXHIBIT A

LEGAL DESCRIPTION

THE EAST 180 FEET OF THE WEST 210 FEET OF THE SOUTH 280 FEET OF THAT PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST ½ OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, A DISTANCE OF 104.85 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE WEST TO A POINT ON THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 34, A DISTANCE OF 104.50 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO.: 12-34-405-021

COMMONLY KNOWN AS: 1319 WEST NORTH AVENUE, MELROSE PARK, IL 60160

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EXHIBIT B

SCHEDULE OF LEASES

LEASE MADE BY CAPTEC VRI, LLC, A MICHIGAN LIMITED LIABILITY COMPANY, AS LESSOR, AND VICORP RESTAURANTS, INC., A COLORADO CORPORATION, AS LESSEE, DATED MAY 14, 2001, A MEMORANDUM OF WHICH WAS RECORDED JUNE 13, 2001 AS DOCUMENT 0010517068, DEMISING THE LAND FOR A TERM OF YEARS BEGINNING MAY 14, 2001 AND ENDING MAY 31, 2021, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID LESSEE OR BY ANY PARTY CLAIMING BY, THROUGH, OR UNDER SAID LESSEE.

ASSIGNMENT OF LEASE RECORDED JANUARY 18, 2002 AS DOCUMENT 0020079090 MADE BY CAPTEC VRI, LLC, A MICHIGAN LIMITED LIABILITY COMPANY TO GEORGE ANDREWS AND JOHN ANDREWS.