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Evergreen Bank Group
1515 West 22nd Street, Suite
100W
Oak Brook, IL 60523



Doc# 1914049009 Fee \$73.00

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EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/20/2019 11:00 AM PG: 1 OF 12

WHEN RECORDED MAIL TO:

Evergreen Bank Group
1515 West 22nd Street, Suite
100W
Oak Brook, IL 60523

AFTER RECORDING, MAIL TO:

SATURN TITLE, LLC
1030 W. HIGGINS RD.
SUITE 305
PARK RIDGE, IL 60068

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1923391 747

This ASSIGNMENT OF RENTS prepared by:

Michael Obremski, Paralegal
Evergreen Bank Group
1 Grant Square - Suite 100
Hinsdale, IL 60521

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated May 15, 2019, is made and executed between North Shore Holdings, Ltd, also known as North Shore Holdings, Ltd., an Illinois corporation, with an address at 6859 West Belmont Avenue, Chicago, IL 60634-4646 (referred to below as "Grantor") and Evergreen Bank Group, whose address is 1515 West 22nd Street, Suite 100W, Oak Brook, IL 60523 (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:

TRACT 11:**PARCEL 1:**

UNIT NUMBER 3207 IN THE FRONT STREET LOFTS CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: VARIOUS LAND FALLING IN THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS. WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 8, 2008 AS DOCUMENT NUMBER 0834322031, AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AN EASEMENT AGREEMENT DATED OCTOBER 16, 2008 AND RECORDED DECEMBER 8, 2008, AS DOCUMENT 0834322033, MADE BY AND BETWEEN THE VILLAGE OF LEMONT, AN ILLINOIS MUNICIPAL CORPORATION, MP LEMONT, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND FRONT STREET LOFTS CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT FOR PROFIT CORPORATION, FOR:

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A NON-EXCLUSIVE, PERPETUAL EASEMENT OVER AND ACROSS THE PARKING FACILITY FOR INGRESS TO AND EGRESS FROM THE TRASH ROOMS LOCATED IN THE PARKING FACILITY FOR THE PURPOSE OF DEPOSITING TRASH FOR PICK UP BY THE SCAVENGER SERVICE;

A NON-EXCLUSIVE, PERPETUAL EASEMENT OVER AND ACROSS THE PARKING FACILITY FOR INGRESS TO AND EGRESS FROM THE TRASH ROOMS LOCATED IN THE PARKING FACILITY FOR THE PURPOSE OF HAULING GARBAGE FROM THE TRASH ROOMS FROM TIME TO TIME LOCATED IN THE PARKING FACILITY;

SHALL INCLUDE ALL MAINTENANCE, REPAIRS AND REPLACEMENT REQUIRED TO BE FURNISHED BY THE ASSOCIATION) OF THE BALCONY WHICH SERVES THE OWNER'S UNIT, TO THE EXTENT THAT THE BALCONY EXISTS ON OR EXTENDS IN TO VILLAGE PROPERTY, WHERE APPLICABLE;

NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE EXISTENCE (WHICH EASEMENT SHALL INCLUDE ALL MAINTENANCE, REPAIRS AND REPLACEMENT REQUIRED TO BE FURNISHED BY THE ASSOCIATION) OF ANY ELEVATED WALKWAY ADJOINING A BUILDING WHICH PROVIDES ACCESS FROM THE BUILDING TO THE PARKING FACILITY TO THE EXTENT THAT THE ELEVATED WALKWAY EXISTS ON OR EXTENDS INTO VILLAGE PROPERTY.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY QUIT CLAIM DEED FROM MP LEMONT, LLC, TO VILLAGE OF LEMONT, A MUNICIPAL CORPORATION, DATED OCTOBER 16, 2008 AND RECORDED DECEMBER 8, 2008 AS DOCUMENT 0834322030 FOR A NON-EXCLUSIVE EASEMENT (i) OVER AND ACROSS THE WALKWAY PROPERTY FOR ACCESS TO AND FROM THE ADJACENT PROPERTY AND PUBLIC WAY; (ii) FOR THE INSTALLATION, CONTINUED EXISTENCE, USE, ALTERATIONS, MAINTENANCE, REPAIR AND REPLACEMENT OF FACILITIES AND COMPONENTS LOCATED, OR FROM TIME TO TIME INSTALLED IN, THE WALKWAY PROPERTY WHICH ARE, OR WILL BE, PART OF A SYSTEM WHICH SERVES THE ADJACENT PROPERTY AND ACCESS THERETO; AND (iii) IN AND TO ALL STRUCTURAL MEMBERS, FOOTINGS, CAISSONS, FOUNDATIONS, COLUMNS AND BEAMS WHICH ARE PART OF THE BUILDING ON THE WALKWAY PROPERTY IS HEREBY DECLARED FOR THE SUPPORT OF ALL IMPROVEMENTS AND STRUCTURES WHICH ARE PART OF THE BUILDING ON THE ADJACENT PROPERTY.

TRACT 12:

LOT 371 IN WOODGATE GREEN UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17, AND PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 13, 1972 AS DOCUMENT 22083599, IN COOK COUNTY, ILLINOIS.

TRACT 13:

LOT 1 IN BOVINO RESUBDIVISION BEING THE NORTH 1/2 OF LOTS 1 AND 2 IN BLOCK 13 IN THE TOWN OF MATTESON A SUBDIVISION OF PARTS OF SECTION 23 AND 26, TOWNSHIP 35 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 14:

LOT 6 IN WALTER G. ORZULA'S SUBDIVISION NO. 5 RESUBDIVISION OF LOT 44 IN THE SUBDIVISION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1955. AS DOCUMENT NO. 16265074 IN COOK COUNTY, ILLINOIS.

TRACT 15:

LOT 127 IN CREEKSIDE SUBDIVISION PHASE II BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 ALL IN SECTION 17, TOWNSHIP 35

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NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 16:

UNIT NUMBER 271-5 IN THE POINTE AT GLENEAGLE TRAIL CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS IN THE POINTE RESUBDIVISION, BEING A SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED DECEMBER 23, 2005, AS DOCUMENT 0535710066 AND AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

TRACT 17:

LOT 228 IN CREEKSIDE SUBDIVISION PHASE III, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TRACT 18:

LOT 17 IN BERNARD A. POLEK'S SUBDIVISION OF PART OF LOT 6 IN THE ADMINISTRATOR'S DIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK ILLINOIS.

TRACT 19:

THE WEST 125 FEET OF LOT 25 IN BLOCK 2 IN HOMESTEAD ADDITION TO WASHINGTON HEIGHTS BEING A SUBDIVISION OF PART OF THE NORTH EAST CORNER OF SECTION 11, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Property or its address is commonly known as 354 River Street, Unit 3207, Lemont, IL 60439 (as to Tract 11); 37 Oakhurst Court, Matteson, IL 60443 (as to Tract 12); 3745 215th Street, Matteson, IL 60443 (as to Tract 13); 3836 Lombard Avenue, Berwyn, IL 60402 (as to Tract 14); 6103 Aspen Lane, Matteson, IL 60443 (as to Tract 15); 6421 Gray Hawk Drive, Matteson, IL 60443 (as to Tract 16); 656 Quail Run Road, Matteson, IL 60443 (as to Tract 17); 9238 South 49th Court, Oak Lawn, IL 60453 (as to Tract 18); and 9741 South Homan Avenue, Evergreen Park, IL 60805 (as to Tract 19), IL. The Property tax identification number is 22-20-300-039-1058 (as to Tract 11); 31-17-206-027-0000 (as to Tract 12); 31-26-103-020-0000 (as to Tract 13); 16-32-327-041-0000 (as to Tract 14); 31-17-313-001-0000 (as to Tract 15); 31-19-407-016-1082 (as to Tract 16); 31-17-317-018-0000 (as to Tract 17); 24-04-428-021-0000 (as to Tract 18); and 24-11-212-074-0000 (as to Tract 19).

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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.

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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.

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.

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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 Grantor, 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 Grantor'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 Grantor), 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 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. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. 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 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. Any guarantor or 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 any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on 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.

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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 Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of 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 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 Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if 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 of any of the Indebtedness or any Guarantor 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 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 that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to 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

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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.

REAL ESTATE TAX RESERVE REQUIREMENT. Grantor agrees to establish and maintain a real estate tax reserve account in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12th of the annual real estate taxes (plus a two [2] month cushion) as estimated by Lender, so as to provide sufficient funds for payment of each year's taxes one month prior to the date the taxes become delinquent. If the amount so estimated and paid shall prove to be insufficient to pay such taxes and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be held in an interest-free reserve account with Lender and may be commingled with the general funds of Lender. Lender shall have the right to draw upon the reserve account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Note or Related Documents shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amount on the Indebtedness upon the occurrence of a default or Event of Default as described in the Note and Related Documents. Grantor acknowledges and agrees that from time to time Lender may adjust the required monthly real estate tax reserve payments to more accurately reflect the real estate taxes assessed against the real property securing the Note.

CROSS-COLLATERALIZATION/CROSS DEFAULT. Each of the following notes shall constitute one general obligation of Borrower payable to the order of Lender and shall be secured by Lender's priority security interest in and lien upon all of the Collateral and by all other security interests, liens, claims and encumbrances heretofore, now or at any time or times hereafter granted by Grantor to the Lender: (i) that certain Promissory Note executed by Borrower payable to the order of Lender dated as of April 3, 2014 in the original principal amount of \$1,063,500.00, as the same has been or may be amended, modified and/or restated from time to time (the "Term Note I"); (ii) that certain Promissory Note executed by Borrower payable to the order of Lender dated as of June 5, 2014 in the original principal amount of \$1,128,750.00, as the same has been or may be amended, modified and/or restated from time to time (the "Term Note II"); (iii) that certain Promissory Note executed by Borrower payable to the order of Lender dated as of December 8, 2015 in the original principal amount of \$462,000.00, as the same has been or may be amended, modified and/or restated from time to time (the "Term Note III"); and (iv) that certain Promissory Note executed by Borrower payable to the order of Lender dated on or about May 15, 2019 in the original principal amount of \$2,500,125.00, as the same has been or may be amended, modified and/or restated from time to time (the "Term Note IV"; together with the Term Note I, the Term Note II and the Term Note III may hereinafter be referred to collectively as the "Notes").

Accordingly, the Notes are cross-collateralized and cross-defaulted with each other. Collateral provided on

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behalf of Lender pursuant to the Term Note I and all Indebtedness is Collateral for the Term Note II and all Indebtedness, the Term Note III and all Indebtedness, and the Term Note IV and all Indebtedness; Collateral provided on behalf of Lender pursuant to the Term Note II and all Indebtedness is Collateral for the Term Note I and all Indebtedness, the Term Note III and all Indebtedness, and the Term Note IV and all Indebtedness; Collateral provided on behalf of Lender pursuant to the Term Note III and all Indebtedness is Collateral for the Term Note I and all Indebtedness, the Term Note II and all Indebtedness, and the Term Note IV and all Indebtedness; and Collateral provided on behalf of Lender pursuant to the Term Note IV and all Indebtedness is Collateral for the Term Note I and all Indebtedness, the Term Note II and all Indebtedness, and the Term Note III and all Indebtedness. Similarly, a default by Borrower or any borrower or guarantor pursuant to any of the Notes or Indebtedness aforesaid is a default under Notes or Indebtedness.

In addition to the Notes, the Mortgage (and Assignments of Rents) shall specifically secure the Indebtedness of any borrower, guarantor or grantor to Lender pursuant to each of the documents entered into by either of such borrower, grantor, or guarantor in connection with the Notes, including any guaranties, loan agreements, pledge or security agreements, collateral assignments, financing statements and all other agreements and amendments, thereto, executed in the past or in the future in connection with the Notes (the "Related Documents").

VARIABLE RATE OPTION. Notwithstanding the definition of the term "Note" as contained herein, **BORROWER AND GRANTOR HEREBY ACKNOWLEDGE THAT THE NOTE CONTAINS A VARIABLE INTEREST RATE IN ACCORDANCE WITH ITS TERMS AND CONDITIONS.**

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.

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 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

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ASSIGNMENT OF RENTS

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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, that 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.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF 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.

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ASSIGNMENT OF RENTS

(Continued)

Borrower. The word "Borrower" means North Shore Holdings, Ltd., an Illinois corporation.

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 Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means North Shore Holdings, Ltd., an Illinois corporation.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor 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 the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means Evergreen Bank Group, its successors and assigns.

Note. The word "Note" means the promissory note dated May 15, 2019, in the original principal amount of \$2,500,125.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.990% based on a year of 360 days.

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.

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ASSIGNMENT OF RENTS (Continued)

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 15, 2019.

GRANTOR:

NORTH SHORE HOLDINGS, LTD., AN ILLINOIS CORPORATION

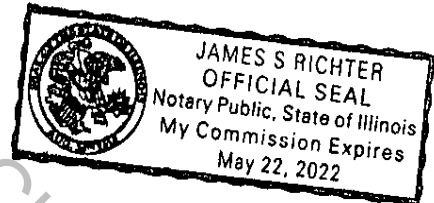
By: [Signature]
Kenneth M. Lebovic, President of North Shore Holdings, Ltd.,
an Illinois corporation

By: [Signature]
Christopher A. Manousselis, Secretary of North Shore
Holdings, Ltd., an Illinois corporation

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 13th day of May, 2019 before me, the undersigned Notary Public, personally appeared **Kenneth M. Lebovic, President of North Shore Holdings, Ltd., an Illinois corporation**, and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By [Signature] Residing at Care Park, IL

Notary Public in and for the State of Illinois

My commission expires May 22, 2022

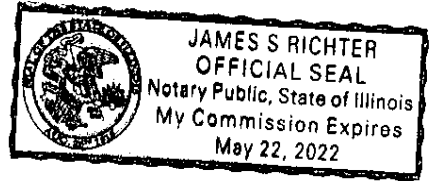
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ASSIGNMENT OF RENTS

(Continued)

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
)
 COUNTY OF Cook)



On this 17th day of May, 2019 before me, the undersigned Notary Public, personally appeared **Christopher A. Manousselis, Secretary of North Shore Holdings, Ltd., an Illinois corporation**, and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By [Signature] Residing at Oak Park, IL

Notary Public in and for the State of Illinois

My commission expires May 22, 2022

Cook County Clerk's Office