1. Definitions. The following words and phrases shall have the following meanings under this Assignment:

1.1 "Premises" shall mean

SEE ATTACHMENT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

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- 1.2 "Leases" shall mean any and all of the leases, rental agreements, or arrangements for the use or occupancy of the Premises that may now be in effect, including but not limited to those certain leases described on Exhibit A attached hereto and incorporated herein by reference, as well as any future or additional leases, rental agreements, or arrangements for the use or occupancy of the Premises, and any renewals, extensions, modifications, or replacements of such leases or rental agreements that may be entered into by Assignor for the lease or rental of the Premises, or any part thereof, or by Assignee under the power to enter and execute such leases hereinafter granted by this instrument.
 - 1.3 "Lesses" shall mean any and all of the tenants and other occupants of the Premises under the Leases.
 - 1.4 "N te' shall mean that certain promissory note made by Assignor of even date herewith in the principal amount of
- \$ 288,750.00 and payable to Assignee, and any modifications, amendments, renewals, extensions, or replacements thereof.

 1.5 "Deed of itest" or "Mortgage" shall mean the deed of trust or mortgage securing the Note, and encumbering the Premises, and any other not ment securing the Note, and any modifications, amendments, renewals, extensions, or replacements
 - 2. Consideration. The consideration for this agreement is the loan from Assignor to Assignee as evidenced by the Note.
- 3. Assignment. Assignor hereby assign unto Assignee as security for the payment of principal and interest provided to be paid in the Note and for the performance of the covariants contained in the Note and Deed of Trust or Mortgage:
 - 3.1 All of the right, title, and interes, of Assignor in, under, or by virtue of the Leases.
 - 3.2 All guarantees of the obligations of Lessees under any provisions of the Leases or otherwise.
- 1997 1997 All rents, income, and profits arising from the Leases and any and all payments derived therefrom, including, but not limited to, the following:
 - A sext 3.3.1 claims for the recovery of damage clone to the Premises or for the abatement of nuisances existing on the Premises; sext of the recovery of damage clone to the Premises; sext of the recovery of damage clone to the Premises; sext of the recovery of damage clone to the Premises or for the abatement of nuisances existing on the Premises; sext of the recovery of damage clone to the Premises or for the abatement of nuisances existing on the Premises; sext of the recovery of damage clone to the Premises or for the abatement of nuisances existing on the Premises; sext of the recovery of damage clone to the Premises or for the abatement of nuisances existing on the Premises; sext of the recovery of damage clone to the Premises or for the abatement of nuisances existing on the Premises; sext of the recovery of damage clone to the Premises or for the abatement of nuisances existing on the Premises; sext of the recovery of damage clone to the Premises; sext of the recovery of damage clone to the Premises; sext of the recovery of damage clone to the Premises; sext of the recovery of damage clone to the Premises; sext of the Premise clone to the
 - 3.3.2 claims for damages resulting from defaults under the Leases, whether resulting from acts of insolvency or acts of bankruptcy or otherwise;
 - 3.3.3 lump sum payments for the cancellation, termination, or modification of the Leases;
 - 3.3.4 return of any insurance premiums;
 - 3.3.5 refunds of ad valorem tax payments made in advance
- 3.4 All other rents; Income, and profits in which Assignor has crivill have an interest under or by virtue of its ownership, use, management, or occupancy of the Premises.

4. Reservation.

thereof.

- 4.1 Assignor reserves the right to collect and retain the rentals as they be or me due, but not for more than one month in advance; under the Leases, but only so long as there is no default in any of the terms of repants, or provisions of the Note, of the Deed of Trust (or Mortgage), or of this instrument.
- 4.2 Notwithstanding said reserved right, Assignee, and not Assignor, shall be and shall be deemed to be the creditor of the Lessees in respect of assignments for the benefit of creditors and bankruptcy, reorganization, in olvency, dissolution, or receivership proceedings affecting such Lessees, without obligation on the part of Assignee, however, to file or me've to mely filings of claims in such proceedings or otherwise to pursue creditor's rights therein. Assignee shall have the option to apply one and received on such claims in reduction of the principal or interest or any other indebtedness secured by or to be paid pursuant to this Assignment.
 - 5. Warranties of Assignor, Assignor represents and warrants to Assignee that:
- 5.1 The terms of the Leases described on Exhibit A as submitted to Assignee embody the entire agreements now existing between Assignor and the respective Lessees under said Leases, there are no defaults existing under said Leases, all conditions precedent to the effectiveness of said Leases have been satisfied, except as to the completion of tenant space, occupancy thereunder, and acceptance thereof by said Lessees. Assignor has not executed or granted any modification whatever of said Leases, either orally or in writing, performed any act, omitted to perform any act, or entered into any agreement which would have the effect of modifying the Leases, and said leases are in full force and effect according to the terms set forth in the Leases submitted to Assignee.
- 5.2 The Leases shall remain in full force and effect/irrespective of any merger of the interestrof the landlord and any Lessee thereunder:
- 5,3% Assignor has not executed and shall not execute any other assignment of the Leases or of any interest, in those Leases or of any interest, in those Leases or of any interest, in those Leases, as security for the repayment of any indebtedness other than the indebtedness under the Note.
- 5.4 Assignor has not performed any acts or executed any other instrument which might prevent Assignee from operating under any of the terms and conditions of this Assignment.
 - 6. Covenants of Assignor. Assignor covenants and agrees as follows:
- 6.1 Assignor shall perform all of its covenants and agreements as lessor under the Leases, and shall not suffer or permit to occur any release of liability of Lessees or the accrual of any right in Lessees to withhold payments of rents, and additionally added to the control of the control o
- 6.23 Assignor shall give prompt notice to Assignee of any notice of Assignor's default received from the Lessees or from any other person and shall furnish Assignee with complete copies of said notice.
- 6.3 At its expense, Assignor shall enforce on secure the performance of each and every obligation, covenant, condition, and agreement to be performed under any of the Lesses by any Lessee.

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- 6.4 Assignor shall not amend, cancel, abridge, surrender, terminate or change, alter, or otherwise modify the Leases, or consent to any assignment or hypothecation thereof or subletting thereunder; (except as may be expressly permitted; therein to be done without Assignor's consent), or request, consent, agree to, or accept a subordination of the Leases to the Deed of Trust (or Mortgage) or any other mortgage or other encumbrance now or hereafter affecting the Premises, or waive; excuse, condone, or, in, any manner release or discharge any Lesses from the obligations and agreements by the Lesses to be performed, or accept any prepayment of rent or installments of rent for more than one month in advance, without the prior written consent of Assignee, except that Assignor may increase rentals without such consent. Any attempted amendment, cancellation, abridgement; surrender) termination, change, alteration, or other modification of the Leases without the written consent of Assignee shall be nutileardyold:
- 6.5 At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties, or liabilities of Lessor and Lessee thereunder, and to pay all costs and expenses of the Assignee, including attorneys' fees in any reasonable sum in any action or proceeding in which the Assignee may appear
- 6.7 Assignor shall reimburse Assignee upon demand for any expenses or liabilities incurred by Assignee under this Assignent, of Assignor with Interest at the rate provided in the Note to be applicable after maturity, whether, Assignee acts as agent of Assignor (in performance of Assignor's obligations) or under an express assumption of Assignor's obligations, or in the exercise of any of the rights, powers; or privileges accorded Assignee under this Assignment, including, without limitation, attorneys fees incurred by Assignee in enforcing or exercising any of its rights under this Assignment.
- 6.8 Assignor shall execute and deliver to Assignee upon demand any further or supplemental assignments of Leases to effectuate the intentions of this Assignment.

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7. Events of Defau a It shall be an event of default under this Assignment if:

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- 7/19/20 Any defailet a cours under the Note or Deed of Trustion Mortgage; Asset to the course because the
- 7,2 on Assignor, shall tail to perform or observe any of its covenants hereunder; or have the handle
- 7.3 Any represented in of Assignor, in this Assignment or in the Note on Deed of Trust shall be untrue on a second second

8. Remedies of Assignee.

- 8.1.... Upon occurrence of a vevent of default, Assignor's right to collect and retain rentals shall terminate without notice and Assignee may:
 - 28.1€1 = enter upon; take posse s'an of, manage, and operate the Premises or any part of the Fremises in all the premises in the Fremises in the Fremise in
 - 8.1.2 demand, collect and riceive from the Lessess the rents, income, or profits under the Lesses as they become due, as well as all past due rents, income; and profits which have been uncollected by Assignorman and profits.
 - 8.1.3 endorse the name of the Asignor or any subsequent owner of the Rremises on any checks, notes, or other desinstruments for the payment of money, deor in the same in bank accounts, and give any and all acquittances or any other instrument in relation thereto in the name of the A signor;
 - 8.1.4 institute: prosecute, settle, or complomise any summary or legal proceedings in the name of the Assignor or in the name of the Assignee for the recovery of such remains or profits, for the recovery of damages done to the Premises, for the abatement of any nuisance theron, for the eviction of any Lessee or for the enforcement of any Lesse, and defend any legal proceedings brought against the Assignor arising or cuf the operation of the Premises.
 - 8.1.5 pay all charges expenses and fees deemed by it in its sole and absolute discretion necessary or expedient for the leasing, maintaining, and operation of the Premises:
 - 8.1.6 exercise all the rights and privileges of Assignor as owner of the Premises, including the right to let or relet the Premises, or any 'part' of the Premises; and to collect the rents, incr or , and profits under such new Lease in accordance with the foregoing;
 - 8.1.7 perform any of Assignor's obligations to the Lessees under the Leases, exercise any of Assignor's rights, powers, or privileges under the Leases, and modify the Leases;
 - 8.1.8. apply the rentals received to expenses incurred by Assigned under to is Assignment on to reduce the indebtedness under the Note and Deed of Trust (or Mortgage) in such amounts and in such of er as Assigned in its sole discretion shall determine:
 - 8.1.9 at its election, assume any of the obligations of Assignor or, its assigns, to, the Lessess under the Leases; or
- 8.1.10 exercise any of Assignee's rights or remedies under the Note or Deed of T. u. t (or Mortgage)
- 8,2 The rights and remedies of Assignee under this instrument are cumulative and are not included, but are in addition, to and their exercise or the failure to exercise them shall not constitute a waiver of, any other rights, and remedies which the Assignees shall have under the Note of Deed of Trust (or Mortgage)
 - 8.3 The rights and remedies of Assignee under this Assignment may be exercised from time to the without regard to the adequacy of security for the indebtedness secured by this Assignment, either in person or by agent with or wi hout bringing any action or proceeding, or by a receiver to be appointed by account; and as often as such exercise is deemed expedient by Assignment.

9. Obligations of Assignee and Indemnity the colored and

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- 9:11. Assignor by this Assignment appoints Assignee as its agent, to exercise at Assignee's option, any of the rights set forth in paragraph 8.1. All obligations created by the exercise of such agency shall be those of Assignor and not those of Assignee, except as otherwise provided in this Assignment. Assignor hereby ratifies and confirms all that Assignee shall lawfully do or cause to be done by virtue of this Assignment.
- 9/2 Assignee shall only be accountable for money actually received pursuant to this Assignment. The manner of the application of such rentals, the reasonableness of the costs and charges to which such rentals are applied, and the Item or Items which shall be credited thereby shall be within the sole and uncontrolled discretion of Assignee. Assignee, shall in no way, be responsible in excess of rents actually received by Assignee for any debt incurred in respect to the Premises. After Assignor shall have been berred and fore closed of all right, title, and interest and equity of redemption in said Premises, Assignee shall not be liable to account to Assignor, for the rents income; and profits thereafter accruing to the rents.
 - 9.3 Assignee shall in no way be responsible or liable for any failure to account for any rents collected by any agent, manager, receiver, or collector of the Premises whom it may designate or appoint to collect the rents or manage the Premises, nor shall the Assignee be in any way liable to the Assignor for the failure or refusal on its part to make repairs to the Premises.
 - 9.4 No security deposited by the Lesses with the Lessor under the terms of the Leases has been transferred to the Assignee, and Assignee assumes no liability for any security so deposited:
 - 9.5 Except as otherwise provided in this Assignment, this Assignment shall not operate to place responsibility for the control, care, management, or repair of the Premises upon Assignee, nor the carrying out of any of the terms and conditions of the Leases, unless such responsibility is specifically assumed by Assignee in writing; nor shall it operate to make Assignee responsible or liable for

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any, waste committed on the Premises by the Lessees or any other party, 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,

licensee, employee, or stranger.

9.6 Assignor, by this Assignment indemnifies and holds Assignee harmless of and from any and all liability, loss, or damage which Assignee may incur under the Leases or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under the Leases or this Assignment. Should the Assignee incur any such liability, loss, or damage under the Leases, or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured by this Assignment, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, Assignee may declare all sums secured by this Assignment immediately due and payable.

9.7 Nothing contained in this Assignment shall be construed to bind Assignee to the performance of any of the terms and provisions contained in the Leases or otherwise to impose any obligation on Assignee to do any act which it may be authorized to do

under this Assignment.

10. Notice to Lessees. Assignor irrevocably consents that the Lessees under the Leases, upon demand and notice from Assignee of the occurrence of a default under the Note, under the Deed of Trust or Mortgage, or under this Assignment, may and shall pay the rents, income, and profits under the Leases to Assignee without liability of Lessees for the determination of the actual existence of any default claimed by Assignee. Assignor hereby irrevocably authorizes and directs Lessees, upon receipt of any notice of Assignee stating that such a default exists, to pay to Assignee the rents, income, and profits due and to become due under the Leases. Assignor agrees that Lessees shall pay such rents, income, and profits to Assignee without any obligation or right to inquire whether such default actually exists, and notwithstanding any claim of Assignor to the contrary. Assignor shall have no claim against Lessees for any rents paid by Lessees to Assignee. Upon the curing of all such defaults, Assigna a shall give written notice of that cure to Lessees and after that notice, until further notice from Assignee, Lessees shall pay such rents, income, and profits to Assignor.

11. Miscellaneous.

11.1 Assignee shall have the right to assign the interests acquired by this Assignment to any subsequent holder of the Note and Deed of Trust and to any person acquiring title to the Premises through foreclosure or otherwise.

11.2 No change, amendment, modification, abridgement, cancellation, or discharge of this Assignment or of any part of

this Assignment, shall be valid unless conse and to in writing by Assignee.

11.3 To the extent that any of he turns, covenants, or conditions contained in this Assignment are in conflict with or inconsistent with any of the terms, conditions, or provisions of the Note or Deed of Trust (or Mortgage), the provisions of the Note and Deed of Trust (or Mortgage) shall prevail.

11.4 Assignee may take security in addition to the security already given Assignee for the payment of the indebtedness under the Note, under the Deed of Trust (or Mortgage) or under this Assignment, or may release such other security, may release any party primarily or secondarily liable on the Note, may g an or make extensions, renewals, modifications, and indulgences on the same or on different terms from the present terms of said Note or Deed of Trust (or Mortgage), and may apply any other security therefor held by it to the satisfaction of such Note or Deed of Trust (or Mortgage) without prejudice to any of its rights under this Assignment and the Leases and the benefits by this Assignment assigned shall continue as security in accordance with the terms of this Assignment.

11.5 Any notices required or permitted under this As ignment or which any party elects to give, shall be in writing and shall be delivered either personally to the other party or the other party's authorized agent set forth below (or as changed by written notice), or by depositing such notice in the United States Certified we'r. Return Receipt Requested, postage fully prepaid, to the per-

son at the address set forth below, or to such other address as either pair may later designate in writing:

Assignor:	Michael E. Class	
•	1619 S. Harlem Ave	
	Berwyn, IL. 60402	
Assignee:	U.S. Mutual Midwest Fivercial Corp.	erro
	2021 Midwest Rd., Suite 300	0.3
	Oak Brook, IL. 60521	

Any notice given by mail as provided shall be deemed given when deposited in the United States mail.

11.6 The paragraph headings in this Assignment are inserted for convenience only and shall in no viay define, limit or prescribe the scope or intent of any provision of this Assignment.

11.7 This Assignment may be executed in several counterparts, and each such counterpart shall be deer at to be an original.

11.8 Wherever required by the context, the singular number shall include the plural number, the plural number shall include the singular number, the masculine gender shall include the neuter and feminine gender, the feminine gender shall include the masculine and neuter gender, and the neuter gender shall include the masculine and feminine gender.

11.9 Upon payment in full of the entire indebtedness accrued by this Assignment as evidenced by a recorded satisfaction or release of the Deed of Trust (or Mortgage), this Assignment shall be void and of no effect, and no instrument or reassignment, release, or satisfaction of this Assignment shall be necessary, provided however, that Assignee will in such event execute and deliver to Assignor such other documents evidencing releasing of this Assignment as Assignor may reasonably request.

11.11 All covenants evidencing releasing of this Assignment shall extend to, and inure to the benefit of, and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties to this Assignment except that no assignment by Assignor in violation of the Note, Deed of Trust (or Mortgage), or this Assignment shall be of any effect.

IN WITNESS WHEREOF, this agreement was executed on the dat	te fi	irst al	oove wri	tten.
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Assignee:	U.S. Mutual Midwest Financial Cord. By: Nonald R Hauseba
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LEGAL DESCRIPTION AS POLLOWS

LOT 38 (EXCIPT THE SOUTH 24 FEFT THERFOF) AND LOT 39 IN BLOCK 8 IN FIRST ADDITION TO WALTER G. HeINTOSH'S METROPOLITAN ELEVATED SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 LYING HORTH OF THE SOUTH 1271.3 FFET OF THE SOUTH 30D ACKES OF SECTION 19, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERICIAN, ALSO BLOCKS 78, 79 AND 80 IN SUBDIVISION OF SECTION 19, (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

(aka: 1619 S. Harlem Ave., berwyn, IL.)

Permanent Parcel No.: 16-19-30J-030

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Office

Muchael E. Craig

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LOT 38 (EXCEPT THE SOUTH 24 FEFT THERFOF) AND LOT 39 IN BLOCK 8 IN FIRST ADDITION TO WALTER G. McINTOSH'S METROPOLITAN ELVATED SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 LYING NORTH OF THE SOUTH 1271.3 FFFT OF THE SOUTH 300 ACRES OF SECTION 19, TOWNSHIP 39 NORTH, FANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BLOCKS 78, 79 AND 80 IN CORDIVISION OF SECTION 19, (EXCEPT THE SOUTH 300 ACRES THEREOF) IN COOR COUNTY, ILLINOIS.

(aka: 1619 S. Harlem Ave., Berwyn, IL.)

Permanent Parcel No.: 16-19-300-050

U.S. Mutual Midwest, Financial Corn

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