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11-09-389

ASSIGNMENT OF RENTS AND LEASES

This Assignment made this 1st day of May, 1987, between **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, not personally, but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated March 9, 1987, and known as Trust Number 101501-00 (herein referred as "Assignor") and **THE EXCHANGE NATIONAL BANK OF CHICAGO**, a national banking association (herein referred to as "Assignee").

WITNESSETH

THAT WHEREAS, Jim Kruger and Scott J. Kruger (collectively "Borrower") is justly indebted to Assignee for money borrowed in the aggregate principal sum of **ONE HUNDRED THIRTEEN THOUSAND AND 00/100 DOLLARS (\$113,000.00)** pursuant to that certain Promissory Note of even date herewith (herein called the "Note") which Note is secured by a certain Security Agreement and Collateral Assignment under Land Trust given by Borrower to Assignee under even date herewith (which Security Agreement under Land Trust is herein called "the ABI" and the terms of which Note and which ABI are incorporated herein by reference) upon certain property (herein called "said Property") in the County of Cook and State of Illinois, to-wit:

(See Exhibit "A" attached hereto)

NOW, THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and effect of said Note, (b) all other amounts becoming due to Assignee under the ABI (said sums and other amounts being herein collectively called the "Indebtedness"); and (c) the faithful performance by Assignor or Borrower of all the covenants, conditions, stipulations and agreements in this Assignment of Rents and Leases, in the ABI, or in any other instrument given in connection with the borrowing of the Indebtedness and referred to in said Note, or the ABI, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof which is hereby acknowledged, the Assignor does hereby these presents, **GRANT, TRANSFER, and ASSIGN** to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the ABI, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Assignor under the said Note or under the ABI above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of the ABI, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the Holder or Holders of the Note or the ABI, enter upon, take and maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment, hold, operate, manage and control the said Property and conduct the business

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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DEPARTMENT OF REVENUE AND FINANCE

THE DEPARTMENT OF REVENUE AND FINANCE has the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the proposed amendments to the provisions of the Act relating to the taxation of the income of corporations and individuals. The Department is pleased to note that you have indicated your interest in the proposed amendments and your desire to be heard thereon. The Department will hold a public hearing on the proposed amendments on the 21st inst. at 10:00 o'clock in the forenoon in the main hall of the State Capitol Building, Springfield, Illinois. At that time you will be afforded an opportunity to present your views on the proposed amendments. The Department will also be glad to receive your views on the proposed amendments at any time prior to the hearing. Your views should be presented in writing to the Department and should be accompanied by a copy of the proposed amendments. The Department will be glad to receive your views on the proposed amendments at any time prior to the hearing. Your views should be presented in writing to the Department and should be accompanied by a copy of the proposed amendments. The Department will be glad to receive your views on the proposed amendments at any time prior to the hearing. Your views should be presented in writing to the Department and should be accompanied by a copy of the proposed amendments.

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thereof, either personally or by Assignee's agents and may, at the expense of said Property from time to time either by purchase, repair, or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the Indebtedness secured by the ABI, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of said Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all moneys arising as aforesaid:

- (1) To the payment of the interest from time to time accrued and unpaid on the said Note; and if any money is remaining, then
- (2) To the payment of any and all other charges secured by or created under the said ABI; and if any money is remaining, then
- (3) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid; and
- (4) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (1), (2), and (3) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default in the payment of the Indebtedness or in the performance of any obligation, covenant or agreement herein or in said ABI or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from said Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the following Property for the terms shown:

2215 N. Wayne, Chicago, IL 60614

Concerning each lease hereinabove described, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

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This Assignment is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, ("Bank"), not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee or on said Bank personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Assignee

This Assignment shall be governed and controlled by the laws of the State of Illinois.

Assignor hereby releases and waives all rights, if any, of Assignor under or by virtue of the Homestead Exemption Laws of the State of Illinois.

If the Indebtedness shall be paid when or before due and all the covenants, conditions, stipulations and agreements herein contained are fully performed and observed, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

In accepting this Assignment the Assignee hereon does not assume nor shall it be under any obligation whatever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the said Property.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this Assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, administrators, legal representatives, successors and assigns.

Any default on the part of Assignor hereunder shall constitute a default under the ABI and the Note.

written consent of the Assignee, shall be null and void.

- (4) Accept any rent payable under the lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Assignee, shall be null and void.
- (3) Consent to any assignment of the interest of the tenant in the lease, or to any subletting thereof;
- (2) Reduce the rent provided for in such lease; or modify such lease in any way, either orally or in writing; or grant any concession in connection with such lease, either orally or in writing;
- (1) Cancel or terminate such lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof; or accept a surrender of such lease;

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 10th day of June, 1960.

CLERK OF THE COURT

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____

BY _____

Property of Cook County Clerk's Office

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and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee and its successor and said Bank personally are concerned, the legal holder or holder of said Note and the owner or owners of the Indebtedness accruing hereunder shall look solely to the Property hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantor.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, has caused these presents to be signed by its VICE PRESIDENT and attested by its ASSISTANT SECRETARY the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee

By: [Signature]
Its: VICE PRESIDENT

ATTEST: [Signature]
By: [Signature]
Its: ASSISTANT SECRETARY

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CITY OF CHICAGO
AMERICAN SAVINGS BANK CENTER

APPLICANT
PROPERTY OF CHICAGO
TO CHICAGO
PROPERTY OF CHICAGO
PROPERTY OF CHICAGO

03111930

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PLN: 14-32-111-015

Chicago, IL 60614
2215 N. Wayne

Address of Premises:

Attn: Mr. Jon Khite

Chicago, IL 60603

120 S. LaSalle Street

Exchange National Bank of Chicago

Record and Return To:

BOX 333 - HV

Chicago, IL 60603

120 S. LaSalle Street

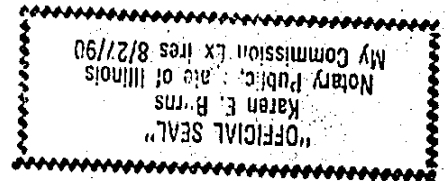
Exchange National Bank of Chicago

David E. Zarski

This Document Prepared By:

My Commission Expires:

[Signature]
Notary Public



GIVEN under my hand and notarial seal this MAY 14 1987, 19__

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. MICHAEL WHELAN of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and SUZANNE G. BAKER of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth, and the said ASSISTANT SECRETARY and there acknowledged that said ASSISTANT SECRETARY as custodian of the corporate seal of said Bank, did affix said seal and attest to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth.

COUNTY OF COOK)

SS.)

STATE OF ILLINOIS)

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Exhibition

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COOK COUNTY CLERK
130 S. WASHINGTON ST.
CHICAGO, ILLINOIS 60604
TEL: 312.603.1000
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11/14/2011 11:00 AM
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14-33-34-060 EN1 gm.
2215 No Wabine
Chicago, Ill.

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P.O.

LOT 19 IN BLOCK 6 IN WARD 5 SUBDIVISION OF BLOCK 12 IN SHEFFIELDS
ADDITION TO CHICAGO IN SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXHIBIT "A"

87370030

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THE STATE OF ILLINOIS, COUNTY OF COOK, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of said County.

ATTEST:

21310320