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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT made this 8th day of May 19 87, by JAMES SUROVICK, SR. and ANGELINE SUROVICK, His Wife (herein, whether one or more, and if more than one, jointly and severally, called the "Assignor") to

MANUFACTURERS BANK

(herein called the "Assignee")

W I T N E S S E T H:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits of and from the premises described in Exhibit A attached hereto and made a part hereof (herein called the "Premises"), (ii) in and to that certain lease or leases of the Premises (herein generally called the "Existing Leases"), more particularly described in Exhibit B attached hereto and made a part hereof.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

1. Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the Existing Leases and in and to the right to the use and possession of the Premises, including any and all of the rents, issues, profits and avails now due, which may hereafter become due under and by virtue of any lease (including the Existing Lease) whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, with any tenant or occupant of all or any part of the Premises; for the purpose of securing:

(a) Payment of the indebtedness evidenced by that certain note (herein called the "Note") in the principal sum of Sixty Five Thousand and No/100 DOLLARS ($ 65,000.00) and any extensions, modifications or renewals thereof, executed by Assignor dated May 8, 1987, payable to the order of ~~Assignee~~ Bearer, and secured by a Trust Deed and/or Mortgage (herein generally called the "Mortgage") of the same date, to ~~Assignee~~ Chicago Title and Trust Company, as Trustee upon the Premises, and filed for record in the proper office of the County and State where the Premises are located, which Mortgage and Note are held by or for the benefit of the Assignee.

(b) Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in the Note and Mortgage contained.

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(c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and in the Note and Mortgage contained.

2. Assignor represents and agrees that (a) Assignor is lessor under the Existing Leases, in each case either directly or as successor in interest to the named lessor thereunder; (b) the Existing Leases are not in default; (c) Assignor is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; and (c) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred.

3. Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Premises, including, without limitation, specific assignments of any lease or agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect and not specifically defined herein as an Existing Lease, as may be necessary or desirable, in the opinion of Assignee, to constitute the same an Existing Lease hereunder.

4. This Assignment shall in no way operate to restrict or present the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage and/or the Note.

5. The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it, and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the Lessor under the Existing Leases.

6. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

7. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

8. The Assignee shall assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note and Mortgage for which this Assignment of Rents and Leases is given as additional security.

9. It is understood that the Assignment of the existing Leases and of the rents, issues and profits of and from the Premises as effected hereby is an absolute assignment which is effective as at the date hereof and, upon demand by Assignee to the Lessee, under any Existing Lease or to any person liable for any of the rents, issues and profits of and from the Premises or any part thereof, such Lessee or person liable for any of such rents, issues and profits shall, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing under such Existing Lease or any other instrument or agreement, oral or written, giving rights to an obligation to pay rents, issues or profits in connection with the Premises.

10. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Note or Mortgage contained, Assignee shall not demand from Lessees under Existing Leases or other persons liable therefor, any of the rents, issues and profits hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual, all such rents, issues and profits from the Premises and the Existing Leases and to retain and enjoy the same; provided that notwithstanding the provisions of this Section 10, all Lessees under Existing Leases and all other persons liable for rents, issues and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment of Rents and Leases without regard to whether or not the same is made in compliance with this Section 10.

11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Mortgage, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note or Mortgage contained, and the expiration of any period of grace, if any, with respect to any such default as provided for in the Note or Mortgage contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify leases (including Existing Leases), fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonalbe fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises or the protection thereof or the enforcement of Assignee's rights hereunder or under the Note or Mortgage; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional indebtedness secured hereby. Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine.

The entering upon and taking possession of the Premises, the collection of rents, issues and profits, the exercise of any of the rights herein above specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Note or Mortgage.

12. Any tenants or occupants of any part of the Premises (including, without limitation, all persons claiming any interest as lessee under the Existing Leases) are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or Mortgage or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Assignment of Rents and Leases shall be drawn to the exclusive order of the Assignee.

13. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Existing Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the Existing Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the Lessee under any lease 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.

14. The Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Existing Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Existing Leases. Should the Assignee incur any such liability, loss or damage under the Existing 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 attorney's fees, shall be secured hereby and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

15. The Assignee has not received nor been transferred any security deposited by any Lessee with the Lessor under the terms of the Existing Leases and the Assignee assumes no responsibility or liability for any security so deposited.

16. Assignor will not modify, change, alter, supplement, amend, surrender or accept surrender of any Existing Leases without Assignee's prior written consent.

17. Assignor has not, and will not, accept rent in advance under any Existing Leases or other agreement or lease of all or any part of the Premises excepting only monthly rents for current months which may be paid in advance.

18. Assignor shall cause this Assignment to be served upon the Lessee under each Existing Lease and, at Assignor's sole cost and expense, to cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises.

19. Upon payment in full of all indebtedness secured hereby, this Assignment of Rents and Leases shall become and be void and of no effect.

20. This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein who shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee. The term "Existing Leases" shall refer to the lease or leases described in Exhibit "B" hereto, whether one or more than one.

This Assignment is executed by Assignor solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreement herein or in said Note contained, either expressed or implied; all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgagee or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Assignor shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Assignor, as such Trustee, is not entitled to receive any of the rents, issues or profits of or from said trust property, and this instrument shall not be construed as an admission to the contrary.

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IN WITNESS WHEREOF, the Assignor has executed this Assignment of Rents and Leases as of the day, month and year first above written.

James Surovick Sr.
James Surovick, Sr.

Angeline Surovick
ANGELINE SUROVICK

Attest:

_____

Notarized by:
5/14/87 Rose Ann Buscemi

"OFFICIAL SEAL"
Rose Ann Buscemi
Notary Public, State of Illinois
My Commission Expires 4/23/91

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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EXHIBIT "A"

The Premises, as that term is used in the foregoing Assignment of Rents and Leases, includes the following:

PARCEL 1: THAT PART OF THE SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL TO AND 528.0 FEET NORTH OF THE SOUTH LINE, WITH A LINE PARALLEL TO AND 1166.0 FEET EAST OF THE WEST LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 32 AFORESAID; THENCE NORTH ON LAST DESCRIBED LINE BEING THE EAST LINE OF A PRIVATE STREET KNOWN AS LOOMIS PLACE, 99.48 FEET; THENCE NORTHEASTERLY 26.51 FEET TO THE POINT OF INTERSECTION OF A LINE 1192.1 FEET EAST OF THE WEST LINE WITH A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF THE SAID SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 32 AFORESAID; THENCE EAST ON LAST DESCRIBED LINE 107.0 FEET; THENCE SOUTHEASTERLY 73.08 FEET TO A POINT WHICH IS 49.47 FEET SOUTH OF THE NORTH LINE AND 1370.31 FEET EAST OF THE WEST LINE OF SAID SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 32; THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTHWEST WITH A RADIUS OF 274.0 FEET A DISTANCE OF 121.45 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 528.0 FEET NORTH OF THE SOUTH LINE OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 32 AFORESAID; AND THENCE WEST ON LAST DESCRIBED LINE 121.63 FEET TO POINT OF BEGINNING.

PARCEL 2: PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32 TOWNSHIP 39 NORTH RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE 1166 FEET EAST OF THE WEST LINE WITH A LINE 368 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32 AFORESAID, THENCE EAST ON LAST DESCRIBED LINE 112.87 FEET; THENCE NORTH 59 FEET ON A LINE PARALLEL TO AND 1278.87 FEET EAST OF THE WEST LINE OF SAID NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32 AFORESAID THENCE NORTHEASTERLY ON A CURVE TANGENT TO LAST DESCRIBED LINE AND CONVEX TO THE NORTHWEST WITH A RADIUS OF 200 FEET A DISTANCE OF 105.86 FEET TO ITS INTERSECTION WITH A LINE PALALLEL TO AND 528 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32 AFORESAID THENCE WEST ON LAST DESCRIBED LINE 140.25 FEET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 1166 FEET EAST OF THE WEST LINE OF SAID NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 32 AFORESAID, THENCE SOUTH ON LAST DESCRIBED LINE 160 FEET TO THE PLACE OF BEGINNING, IN CHICAGO, COOK COUNTY, ILLINOIS.

PIN: 17-32-300-037 + w/ 2 Bldgs 17-32-300-038

3611 S. Loomis Place

Chicago IL 60609

Prepared By:

MAIL To: Manufacturers BK

1200 N. Ashland Ave

Chgo Ill 60622

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EXHIBIT "B"

The Existing Leases, as that term is used in the foregoing Assignment of Rents and Leases, includes the following:

All of the rents, issues and profits now due and which may hereafter become due, whether during or after the term of our Note, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupany of any part of said property heretofore or hereafter made or agreed to, it being the intention of the Assignor to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

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