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ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that JOHN D. GIVENS and DOLORES J. GIVENS, his wife ("Mortgagor"), in consideration of the premises and of One Dollar (\$1.00), in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto LAKE SHORE NATIONAL BANK, a National Banking Association ("Mortgagee"), its successors and assigns, the following: See attached legal rider.

- The right to the use and possession of and the right to rent, let and/or lease any or all of the furnishings which word shall be construed as including all of the furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind and description now or hereafter available for the use of the tenants and/or the operation of the premises described in Exhibit "A" attached ("Premises") in or to which the Mortgagor has any right, title or interest.
- (2) The right to the use and possession of the Premises and all the rents, which word shall be construed as including any and all of the rents, issues, profits and avails now due and which may hereafter become due under and by virtue of any 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 the Mortgagor or any other owner of the Premises and any tenant or occupant of
 any part of the Premises and/or furnishings, or which may be made or agreed to by the Mortgagee under the power herein granted.
- (3) Any and all right, title and interest in and to any: (a) loss or damage and rebate, refund or return of any premium, now or hereafter paid or payable under any policy of insurance covering the whole or any part of the Premises and/or furnishings, all hereinafter called losses or rebates; (b) sum or sums now due or hereafter to become due by reason of any taking of the whole or any part of the Premises for public purposes, by right of eminent domain or otherwise, or by reason of any claim now or hereafter existing against any and all parties whomsoever for compensation for real or alleged harm or damage done to or in connection with the Premises, all hereinafter cycled damages, and (c) abatement, rebate, refund or return, whether now or hereafter payable, of the whole or any part of any tax, assessment or other charge levied or assessed upon the whole or any part of the Premises or furnishings whether heretofore or hereafter levied or assessed or that has been or hereafter is paid, all hereinafter called abatements.
- (4) The Mortgagor is exocably constitutes and appoints the Mortgagee its true and lawful attorney in its name and stead:
 (a) to collect any and all of the said rents, losses or rebates, damages and/or abatements; (b) to use such measures, legal or equitable, as in its discretion may be deemed in connection therewith; (c) to secure and maintain the use and/or possession of the Premises and/or the furnishings and/or any part of eit/e... (d) to fill any and all vacancies and to rent, lease and/or let the Premises and/or the furnishings and/or any part thereof at its discretion; (e) to order, purchase, cancel, modify, amend and/or in any and all ways control and deal with any and all policies of insurance of any and all kinds now or hereafter on or in connection with the whole or any part of the Premises or furnishings at its discretion and a discretion and to execute and/or render any and all instruments deemed by the Mortgagee to be necessary or appropriate in connection therewith; (f) to adjust, bring suit at law or in equity for, settle or otherwise deal with any taking of any or all of the Premises for public purposes as aforesaid or any claim for real or alle ed harm or damage as aforesaid and to execute and/or render any and all instruments deemed by the Mortgagee to be necessary or appropriate in connection therewith, and (g) to adjust, settle or otherwise deal with any with: (f) to adjust, bring suit at law or in equity 10, settle or otherwise deal with any taking of any or all of the Premises for public purposes as aforesaid or any claim for real or alleged hierm or damage as aforesaid and to execute and/or render any and all instruments deemed by the Mortgagee to be necessary or appropriate in connection therewith, and (g) to adjust, settle or otherwise deal with any abatements and to execute and/or render any and all instruments deemed by the Mortgagee to be necessary or appropriate in connection therewith; hereby granting full power and authority to the Mortgagee to use and apply stad rents, losses or rebates, damages and/or abatements to the payment of any taxes, assessment and charges of any nature whatsoever that may be levied or assessed in connection with the Premises, to the payment of premisers of insurance on or in connection with the whole or any part of the Premises and/or the furnishings as may be deemed advocable by the Mortgagee, to the payment of any and all indebtedness, liability or interest of the Mortgagor and/or the mortgage, which there now existing or hereafter to exist, to the purchase of and/or the payment for such furnishings as may be deemed necessary or advisable by the Mortgagee, to the payment of all expenses in the care and management of the Premises, including such repairs, alteration is, dditions and/or improvements to the Premises and the furnishings or any part of either, as may be deemed necessary or advisable or the Mortgagee, to the payment of attorneys' fees, court costs, labor, charges and/or expenses incurred in connection with any and all inings which the Mortgagee may do or cause to be done by virtue hereof and to the payment of such interest on the indebtedness or on any of the foregoing, if any, as may be deemed necessary or advisable by the Mortgagee, also hereby granting to the Mortgagee fully power and authority to make continues for the care and management of the whole or any part of the Premises and/or furnishings in a pay a
 - The Mortgagor for the consideration aforesaid hereby expressly covenants and agreed:
 - (a) That the Mortgagee 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 that the Mortgagee shall be liable only for such chain as it actually receives under the terms hereof, provided, however, that failure of the Mortgagee 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 and grantly to the Mortgagee. or authorities hereby assigned and granted to the Mortgagee.
 - (b) That the Mortgagor will execute upon the request of the Mortgagee any and all instruments requested by the Mortgagee to carry these presents into effect or to accomplish any other purpose deemed by the Mortgagee to be necessary or appropriate in connection with these presents or the Premises or furnishings.
 - That the Mortgagor is entitled to receive said rents, losses or rebates, damages and/or abatements and to enjoy all the other rights and henefits mentioned herein; that the same will not at any time during the life of these presents he sold, assigned, transferred or set over by the Mortgagor or by any person or persons whomsoever and that the Mortgagor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Mortgagee the rights, interest, powers and/or authorities herein granted and conferred.
 - (d) That during the life of these presents and also during any proceedings brought to enforce the mortgage the Mortgagor will not remove or cause to be removed from the Premises any of the furnishings and will not look to the Mortgagoe for any damage to the same.
 - (e) That in the event the Premises or furnishings or any part of either are now or hereafter used or occupied by the Mortgagor or any of us as a homestead or otherwise, the Mortgagor will pay to the Mortgagee upon its written demand such sum per month as in the opinion of the Mortgagee is reasonable rent for the Premises or furnishings so used or occupied, to be applied by the Mortgagee as hereinbefore provided, and upon demand made by the Mortgagee will vacate the Premises and/or surrender such furnishings to the Mortgagee or its substitute or substitutes.
 - (f) That these presents shall in no way operate to prevent the Mortgages 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/trust deed and/or the note or hand secured thereby and/or any extension of either.
 - (g) The Mortgagor does further specifically authorize and instruct each and every present and future lesses or tenant of the whole or any part of said Premises to pay all unpaid rental agreed upon in each tenancy to the said Mortgages upon receipt of demand from said Mortgages to so pay the same.

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COUNTY OF COOK O (SIONITH 40 (LVIS

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19 WITNESS WHERFOF the Mortgagor has executed this assignment this 20 End of 8861

Anything herein to the contrary notwithelanding, each ont all of the representations, covernance, undertakings and acceptabing perform to the contrary notwitheland form purporting to be representations, covernance on the part of being agreements and agreements by the Mortgagor, are nevertheless, each and every one of them was not intended not as personal representations, covernance of and intended not for the purpose of with the intention of bridding the Mortgagor not for the purpose of with the intention of bridding the Mortgagor of the purpose of the poperty demised becelve, and this instrument property of the mortgagor, not in its own right but solety in the exercise of the powers conferred upon it as any beneficially of personal lability of personal lability is garumed by not solety in the exercise of the powers conferred upon it as the Mortgagor, not not seen of the Mortgagor on account of the instrument of one enforceable against the Mortgagor, any beneficially or any officer of agent of the Mortgagor on personal lability, tori, claim, damage, judgment of decree arising out of, or preservation of any business of the Mortgagor.

anasculine it minute, or neuter gender as may be applicable in the particible read as the singular or plural honds and severally, and as

(12) Any provision of this agreement which is that forceable or invalid or contrary to law, or the inclusion of which would after the valuation of this assignment the remaining terms and provision to this assignment the same as though any such the included herein.

(11) The covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall not still be to the benefit of and bind all parties hereto and their respective heres, executors, administrates, successors and satigns, and sall subsequent holders of the lessess, and all subsequent holders of the

(10) Mortgagor shall deliver to Mortgages, upon demand, at any time or times, executed copies of the leases affecting the Premises, Mortgagor shall make, execute and deliver unto Mortgagee upon demand, at any time or times, any and all assignments and other instruments which Mortgagee stall, not sold discretion, deem necessary to carry out the purposes of this assignment.

(9) Mortgage, sprees to indemnity and hold Mortgagee harmless of and from any and all hability, loss, damage or expense incurred by Mortgagee hereunder, or by reason or in delense of thy and all cleims and all cleims and all cleims and all cleims are holders or the angine of the leases, uncluding any period under any claim by lesses of credit for tental paid to and received by Mortgagee anging out of the Lease mere also considered to and received by Mortgagee hur not delivered to Mortgagee, for any period under any Lease mere also months in advance of the due date thereof. Should the Mortgagee necut any such hability, loss, duniage or expense, the arcoin at the mort any such hability, and the mortgage or expense, the arcoin the forth in the note and instance or expense, the arcoin during the forth in the note and instance or expense, the arcoin and by the mortgage of the mortgage trust deed shall be ecuted hereby and by the mortgage.

modify or affect any notice of default under the Mote or mortgage to invalidate any act done pursuant to such notice, and the enforcements of such rights or remedies by Mortgages, once exercized, shall continue for so long as Mortgages shall elect, regardless of whether the default which gave rise to said rights and remedies may have been cured. If Mortgagee shall thereafter elect to discontinue the exercise or any right or remedy, her anne to discontinue the exercise or any right or remedy, the same or any other right or remedy between as any time and from time to discontinue to the olivewing in this assignment default. All of the Mortgagee's right and remedies set torth in this assignment are cumulative and noneights, powers, privileges and authority created pursuant hereio, shall not, prior to the entry upon and taking possession of said Presides, powers, privileges and authority created pursuant hereio, shall not, prior to the entry upon and taking possession of said Presides by Mortgagee, he deemed or constitue to constitue Mortgagee a mortgagee in possession not therefore to a proceeding relating to any or to the cases, or to expense in or defend any action or proceeding relating to the Uraniaes, or to take any or timeur any expense or perform or dischauge any objustion, duty or lability under any security deposits delication, duty or lability to take any security deposits or other deposits delivered to Mortgaget by any of leases, or to exaume any obligation or respondibility for any security deposits or other deposits delivered to Mortgaget by any or demander, or to assigned and delivered to Mortgagee, nor shall Mortgaget or about the Premises, and (ii) the exercise by Mortgagee of the rights and remedies specified in this plant and any any or corporation in or about the Premises, and the exercise by Mortgage of the rights and remedies specified in this plant or mortgage any act on warve any default of Mortgaget bertoned by any precipied or mortgage and solver of default under the Morte or mortgage any act default or default under the enforce.

(7) This assignment shall be operative only in the event of a default in the payment of principal and interest evidenced by said not galacting deed.

(6) This matrument is given to secure payment of the principal sum of the number of the amount as provided in and evidence delice, by a promissory note for said amount and payable in accordance with the terms thereof with the final payment of the entire the consistence of the final payment of the entire order of the most factor and payable to a promissory note for said amount and payable in accordance with the terms thereof with the final payment of the entire independences being due and payable to an October 21 and payable to the order of the Mortgagee at its office, which note is further accured by a mortgagee and this instrument alial temain in full force and office until said note and the interest the interest the conveying and office until said note and the interest the interest the conveying and office until said note and the interest the conveying and office until said note and the interest the conveying and office until said note and the interest the conveying and office until said note and the interest therefore the conveying and office until said note and the interest therefore the conveying and office of the man in full force and office until said note and the interest therefore the conveying and office until said note and the interest the conveying and office until said note and the interest the conveying and office interest the conveying and office interest the conveying and office interest the conveying and the conveying and office interest the most and the conveying and office interest the most and the conveying and office interest the conveying and office of the man and office interest the conveying and office interest the most and the said and the said and the conveying and office interest the conveying and office interest the conveying and of the conveying and office interest the conveying and office in the conveying and offic

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PARCEL 1:

THE WEST 20.66 FEET OF THE EAST 135.00 FEET OF LOT 8 IN GARIBALDI SQUARE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF BLOCKS 40 AND 41 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 AND THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR PEDESTRIAN INGRESS, EGRESS AND ACCESS OVER AND ACROSS LOTS 26, 27, 28 AND 31 AND FOR VEHICUL'R ACCESS, INGRESS AND IGRESS BETWEEN WEST HARRISON STREET AND THE TOWNHOME LOT OWNED BY THE OWNER OF PARCEL 1 OVER AND ACROSS LOT 28, AS DELINEATED ON THE PLAT OF SUBDIVISION AFORESAID AND AS SET FORTH IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED FEBRUARY 16, 1988 AS DOCUMENT 88065290.

1519 WEST HARRISON COURT COMMONLY KNOWN AS: CHICAGO, ILLINOIS 60607

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