

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender warrants that Borrower shall not be liable for any and all taxes, including but not limited to, property taxes, income taxes, and all other taxes, in connection with this Assignment. Borrower assumes the responsibility for paying all such taxes...

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GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) the Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Assignment and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation, the creditworthiness of Borrower).

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ASSIGNMENT OF RENTS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RECORDATION REQUESTED BY: Heritige Bremen Bank And Trust Company, 17500 Oak Park Avenue, Tinley Park, IL 60477

WHEN RECORDED MAIL TO: Heritige Bremen Bank And Trust Company, 17500 Oak Park Avenue, Tinley Park, IL 60477

SEND TAX NOTICES TO: Heritige Trust Co as successor trustee to Heritige Bremen Bank w/v/d 06/26/85 a/k/a trust #85-2550, 17500 B Oak Park Avenue, Tinley Park, IL 60477

89272996

72-12-167-002

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PARCEL 3: LOTS 42 THROUGH 48 (EXCEPT THAT PART DEDICATED FOR STREET OCTOBER 21, 1933 BY DOCUMENT 11303446) AND (EXCEPT EAST 17 FEET OF SAID LOT 48) IN BLOCK 2 IN HILL'S ADDITION TO WASHINGTON HEIGHTS, A SUBDIVISION OF THE SOUTH 10 ACRES OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2: THE SOUTH 100 FEET OF THE WEST 200 FEET OF A TRACT OF LAND DESCRIBED AS: THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF RIDGELAND AVENUE, NORTH OF THE NORTH LINE OF 103rd STREET, NORTHWESTERLY OF THE WABASH RAILROAD RIGHT OF WAY AND SOUTHEASTERLY OF B. & O. C. T. RAILROAD RIGHT OF WAY EXCEPT THAT PART OF THEREOF TAKEN FOR HIGHWAY PURPOSES, IN COOK COUNTY, ILLINOIS

PARCEL 1: THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF RIDGELAND AVENUE, NORTH OF THE NORTH LINE OF 103rd STREET NORTHWESTERLY OF THE WABASH RAILROAD RIGHT OF WAY AND SOUTHWESTERLY OF THE BALTIMORE AND OHIO, CHICAGO TERMINAL RAILROAD RIGHT OF WAY AND LYING SOUTH OF THE NORTH LINE OF THE SOUTH 241 FEET OF THE SOUTH WEST 1/4 OF SAID SECTION 8 (EXCEPT FROM SAID TRACT THE WEST 200 FEET THEREOF AND EXCEPTING THEREFROM THAT PART TAKEN FOR HIGHWAY PURPOSES), IN COOK COUNTY, ILLINOIS

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because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment, Borrower shall pay to Lender all amounts secured by this Assignment as they become due, and shall timely perform all of Borrower's obligations. Lender shall have the 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.

**LENDER'S RIGHT TO 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 and keep the same in repair; to pay the costs thereof and of all services of employees or 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 Law.** 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.

**Leave 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. Lender may employ 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 shall have all of the power 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 Borrower'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.

**FULL PERFORMANCE.** Lender shall execute and deliver to Grantor a duly executed assignment of the Assignment and all other instruments required upon Grantor under the Assignment and the Note. Lender shall execute and deliver to Grantor a duly executed assignment of the Assignment and all other instruments required upon Grantor under the Assignment and the Note. Lender shall execute and deliver to Grantor a duly executed assignment of the Assignment and all other instruments required upon Grantor under the Assignment and the Note.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will 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, 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 (i) the term of any applicable insurance policy or (ii) 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. This Assignment also will secure payment of these amounts. The right provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be considered an curing the default so as to bar Lender from any remedy that it otherwise would have had.

**DEFAULT.** Each of the following, at the option of Lender shall constitute an Event of Default under this Assignment:

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the indebtedness.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of the Related Documents within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after receiving written notice from Lender demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**Default.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

**Other Defaults.** Failure of Grantor or Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

**Involuntary.** The involuntariness of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower, or the dissolution or termination of Grantor or Borrower's existence as a going business (if Grantor or Borrower is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor or Borrower (if Grantor or Borrower is an individual) also shall constitute an Event of Default under this Assignment.

**Foreclosure, etc.** Commencement of foreclosure, whether by judicial proceeding, sale-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or enforceability of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes a copy of a surety bond for the claim satisfactory to Lender.

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**Events Affecting Guarantor.** Any of the preceding events occur with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Security.** Lender reasonably deems 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 Borrower to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Grantor or Borrower, 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 full satisfaction of this right. Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to enforce the amounts received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenant or other user to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper provision for the demand existed. Lender may exercise the 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 pending 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 net rental 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 the Assignment or the Note or by law.

**Waiver; Election of Remedies.** A waiver by any party of a branch of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make unpaid rents or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

**Attorney's Fees; Expenses.** If Lender initiates any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorney's fees in trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender 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 from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorney's fees and legal expenses whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeal and any anticipated post-judgment collection services, the cost of maintaining records, obtaining records, including reports (including foreclosure reports), surveys, reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

**Amendments.** This Assignment, together with any Related Documents, so long as 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 changed or bound by the alteration or amendment.

**Applicable Law.** This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. Subject to the provisions on arbitration, this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the 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 successor 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.

**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 BEHALF OF GRANTOR 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.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is 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 any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor's or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in 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.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

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Property of County Clerk

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Notary Public in and for the State of

My commission expires

By

Residing at

On this day of before me, the undersigned Notary Public, personally appeared and known to me to be the authorized agent for the Lender, that authorized by the Lender through its board of directors and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, she is authorized to execute this said instrument and that the seal affixed to the corporate seal of said Lender.

COUNTY OF

STATE OF

LENDER ACKNOWLEDGMENT

Notary Public in and for the State of

Illinois

My commission expires

5-13-91

By *Linda Lee Lutz*

Residing at 17500 Oak Park Ave., Tinley Park, IL

On this 9th day of June, 1989, before me, the undersigned Notary Public, personally appeared Trust Officer and Asst Secretary, of Heritage Trust Co as successor trustee to Heritage Bremen Bank u/v/d 06/28/85 a/k/a trust #85-2550, and known to me to be authorized agents 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, or authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

COUNTY OF

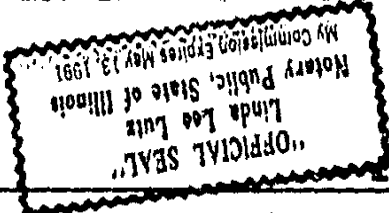
Cook

( ) 89

STATE OF

Illinois

CORPORATE ACKNOWLEDGMENT



By: *[Signature]* Trust Officer, Authorized Signer

By: *[Signature]* Asst Secretary, Authorized Signer

Heritage Trust Co as successor trustee to Heritage Bremen Bank u/v/d 06/28/85 a/k/a trust #85-2550

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

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COOK COUNTY RECORDER

Property of Cook County Clerk's Office

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UP  
12/11/89  
14/11/89  
IN DUPLICATE

1989 JUN 15 PM 1:52

CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

POWER

