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REC

PREPARED BY:

Stephen Gary Politowicz
6445 N. Western Avenue
Chicago, Illinois 60645

RETURN TO:

DEVON BANK
Jane I. Kulibaba
6445 N. Western Avenue
Chicago, Illinois 60645

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made this 25th day of October, 1990 is by and between LaSalle National Trust, N.A., as Successor Trustee to LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated October 9, 1990 and known as Trust Number 115914 (herein called "Borrower"), and DEVON BANK, (hereinafter called "Assignee"). Borrower hereinafter called the "Assignor."

DEPT-01 RECORDING \$21.50
T#1111 TRAN 1274 11/21/90 16:35:00
#1508 ÷ A *-90-570618
COOK COUNTY RECORDER

WITNESSETH

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower in, to and under the leases of the real estate described in Exhibit "A" attached hereto and made part hereof (Premises whether in existence or hereinafter entered into, and all guaranties, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "leases", and all rents, income and profits which may now or hereinafter be or become owing under the Lease, and any of them, or on account of the use of the Premises.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness (including and or renewals thereof) evidenced by a certain Note ("Note") of Borrower of even date herewith in the principal sum of Nine Hundred Forty Thousand and No/100ths (\$940,000.00) Dollars and secured by a certain Mortgage ("Mortgage") of even date herewith encumbering the premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

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Handwritten signature

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

CLERK OF THE COUNTY OF COOK, ILLINOIS

Attest: I, the undersigned, being a duly qualified and acting Clerk of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the County of Cook, Illinois.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1901.

Attest: I, the undersigned, being a duly qualified and acting Clerk of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the County of Cook, Illinois.

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Attest: I, the undersigned, being a duly qualified and acting Clerk of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears in the records of the County of Cook, Illinois.

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C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

Assignor covenants and agrees with Assignee as follows:

1. That the sole ownership of the entire Lessor's Interest in the Leases is or shall be vested in Borrower and that Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.
3. That none of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered nor any term or condition thereof be waived without the prior written approval of the Assignee.
4. That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the leases.
5. That Assignor shall give prompt notice to Assignee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the Borrower, together with a complete copy of any such notice.
6. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.
7. That Assignor will not permit any Lease to become subordinate to any Lien other than the Lien of the Mortgage.

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The parties further agree as follows:

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default has occurred under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Borrower hereby irrevocably appoint Assignee their true and lawful attorney with power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion, to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby expressly authorized and directed to pay and all amounts due Borrower pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

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From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned here under, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Borrowers to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrowers to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, or shall it operate to make Assignee liable for the performance of any of

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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.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF COOK COUNTY

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the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, 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 lessee, licensee, employee or stranger.

Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of the Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED SEP 25 1988 (UNDER TRUST NO.) 115714

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, 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 agreements 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 mortgage 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 LA SALLE NATIONAL TRUST, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance 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. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

requested, to the above described addresses of the parties hereto, or to such other address as party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

The terms "Assignor," "Assignee," and "Borrower" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument writing and signed by the party against whom enforcement of an waiver, amendment, change, modification or discharge is sought.

IN WITNESS WHEREOF, the said assignor has caused this instrument to be signed sealed as of the date first above written.

LaSalle National Trust, N.A.,
as Successor Trustee to
LASALLE NATIONAL BANK as
Trustee as aforesaid and not
personally.

BY: [Signature] ASSISTANT VICE PRESIDENT

ATTEST: [Signature]
ASSISTANT SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Corinne Bok, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT William H. Dillier, Assistant Trust Officer/Assistant Secretary of said bank, who are personally known to me to be the same persons whose names are subscribed as such ASSISTANT VICE PRESIDENT, Trust Officer, and Assistant Trust Officer/Assistant Cashier/Assistant Secretary, respectively, appeared before me this day in person and acknowledge 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 Trust Officer/Assistant Officer/Assistant

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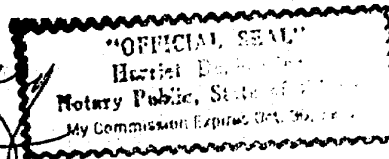


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Secretary then and there acknowledged that ASSISTANT SECRETARY,
as Custodian of the seal of said Bank, did affix the seal to
said instrument as ASSISTANT SECRETARY known free and voluntary act
and as the free and voluntary act of said Bank as Trustee as
aforesaid, for the uses and purposes therein set forth.

Harold M. Pendewy
NOTARY PUBLIC



My Commission Expires:

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THIS IS A COPY OF A DOCUMENT THAT WAS FILED IN THE PUBLIC RECORDS OF COOK COUNTY, ILLINOIS. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. FOR MORE INFORMATION, PLEASE CONTACT THE CLERK OF COOK COUNTY.



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LEGAL DESCRIPTION

(TOWNHOUSE)

That part of Lots 12, 13 and 14, in Block 33, in Chicago North Shore Land Company's Subdivision of Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian, lying North of the following described line, Beginning at a point on the Southwesterly line of said Lots 12, 13 and 14, and being the Northeasterly line of Linden Ave, 90.0 ft. Southeasterly of the Northwesterly corner of said Lot 12, thence Northeasterly at right angles to the Southwesterly line of said Lots 12, 13 and 14, 104.30 ft., more or less to a point on the East line of said Lots, and West line of Green Bay Road, said point being 84.24 ft., more or less, South of the Northeast corner of said Lot 12, all in Cook County, Illinois.

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Town of Little Galena, Illinois13 TOWN HOUSE PROPERTY

~~Lot 13~~ that part of Lot 13, in Block 33, in Chicago North Shore Land Company's Subdivision, in Sections 17 and 18, Township 42 North, Range 13, East of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of said Lot 13; thence Southeasterly along the Southwesterly line of said Lot, 40 feet; thence Northeasterly along a line forming an angle of 90 degrees, with the prolongation of the last described line, 104.30 feet to the Westerly line of Green Bay Road; thence Northerly along the Westerly line of Green Bay Road, said line forming an angle of 57 degrees, 19 minutes, 24 seconds, with the prolongation of the last described line, 31.24 feet to the Northeast corner of said Lot 13; thence Westerly along the North line of said Lot 13, forming an angle of 90 degrees with the prolongation of the last described line, 20.71 feet to an angle point in said Lot 13; thence Southwesterly along the Northerly line of said Lot, 105.35 feet to the place of beginning, all in Cook County, Illinois.

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