90052241

MORTGAGE 90052241

19.00

1. THE OBLIGATION

This mortgage, referred to below as the Security Instrument, is given on January 31, 1990. The Borrower is Andrew N. Callas and Sia Callas, his wife, as joint tenants, and the Borrower's address is 1029 Rolling Pass, Glenview, Illinois. This Security Instrument is given to University Financial Savings, F.A., and the Lender's address is 28 North Grove Ave, Elgin, Illinois 60120. Borrower owes Lender the principal sum of One Hundred Twenty Five Thousand Dollars ($125,000.00), bearing interest at the rate of Eleven percent (11%) per annum for the first three years. The interest rate may be adjusted at the beginning of the fourth year based on the weekly average yield on U.S. Treasury securities adjusted to constant maturity of three years as made available by the Federal Reserve Board plus 325 basis points. This debt is evidenced by Borrower's note (the Note), dated the same date as this Security Instrument which provides for 300 monthly payments, with the full debt, if not paid earlier, due and payable on January 31, 1996. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications; (b) the payment of all other sums, with interest, advanced under Section 11 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note and under any other instrument or agreement evidencing or securing the indebtedness this mortgage secures.

2. GRANTING CLAUSE

For this purpose, Borrower mortgages, grants, and conveys to Lender the following described property located in Cook County, Illinois:

Lot 48 in Block 2 in Hartman's Subdivision of Block 46 in the Subdivision by William B. Ogden and others in Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

with a property tax index number of 14-19-329-043-0000 and commonly known as 2200 West Belmont, Chicago, Illinois.

Together with all the improvements now or later erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, stock, and all fixtures that are or become a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

Borrower covenants that Borrower is lawfully seized of the Property, has the right to mortgage, grant, and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

3. SECURITY AGREEMENT

(1) Grant of Security Interest

In addition to and not in substitution for any other interest granted in this mortgage, Borrower grants to Lender an express security interest in, and mortgages to Lender, all goods, types and items of property owned by Borrower described in Exhibit A to this mortgage ("the collateral") whether now or subsequently erected on or placed in or upon the Mortgaged Premises or any part of the premises, and all replacements to the Collateral, additions and extensions to the Collateral, and all products and proceeds of the

Collateral, to further secure the payments of the Note, the payment of all other sums due from the Borrower to the Lender, and the performance by Borrower of all the covenants and agreements in this Mortgage. Borrower warrants and agrees that, except for the security interest created in this mortgage, Borrower is the owner of the Collateral free from any adverse lien, security interest, or encumbrance, and that Borrower has made payment in full for all liens or security interests in the Collateral; and Borrower will defend and protect the Collateral against all claims and demands of all persons any time claiming any interest in the Collateral. Borrower will deliver to Lender upon Lender's request such further security agreements, chattel mortgages, financing statements, and evidence of ownership of items of Collateral as Lender may reasonably request.

4. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

5. PAYMENT OF CHARGES, LIENS, AND MORTGAGE INSURANCE

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Section 6, or if not paid in that manner, Borrower shall pay them directly to the person owed payment on or before the date payment is due. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien that has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien that may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

(2) Property Covered

The security interest granted to Lender shall cover the following types of items of property now or subsequently owned by the Borrower and used in connection with, and located upon, the Mortgaged Premises: All personal property and fixtures located on the subject premises.

(3) Additional Covenants

Borrower further covenants and agrees as follows:

(a) Transfer or pledge of the Collateral

Except as permitted in writing by Lender, Borrower will not sell, assign, pledge, lease, or otherwise transfer or encumber the Collateral or any interest in the Collateral and Borrower will keep

the Collateral free from any adverse lien, security interest, or encumbrance. Without limitation or qualification of the foregoing, Borrower shall immediately deliver to Lender all proceeds (cash or non-cash) resulting from any sale, assignment, pledge, lease, or other transfer of any part of the Collateral, unless in respect to each such transfer, Lender shall have agreed otherwise in writing.

(b) Assembly of the Collateral

Upon default under this mortgage and acceleration of the indebtedness or pursuant to its provisions, Lender may at its discretion require the Borrower to assemble the Collateral and make it available to Lender at a place designated by Lender which is reasonably convenient to both parties.

(c) Notice of Sale

Lender shall give Borrower notice, by registered mail, postage prepaid, of the time and place of public sale of any of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made by sending notice to Borrower at least 10 days before the time of the sale or other disposition, which provision for notice Borrower and Lender agree are reasonable; provided, however, that the Lender may proceed as to both real and personal property in accordance with Lender's rights and remedies in respect of the real property as provided in Chapter 26, Paragraph 9-501(4) of the Illinois Revised Statutes.

(d) Payment of Lender's Expenses

Borrower shall reimburse Lender for all reasonable costs, charges and fees, including reasonably legal fees incurred by Lender in preparing and filing security agreements, extension agreements, financing statements, continuation statements, termination statements and chattel searches.

(e) Warranties and Remedies

The Collateral shall be considered for all purposes a part of the Mortgaged Premises as described above; all warranties and covenants contained in this Mortgage made by Borrower, including warranties of title, shall be deemed as having been made with reference to the Collateral; all agreements, undertakings and obligations of Borrower in this Mortgage shall apply to the Collateral, including without limitation, obligations regarding insurance, freedom from adverse lien or encumbrance, repair and maintenance; and all remedies of the Lender in the event of any default by Borrower under the items of the Mortgage or any other instrument evidencing or securing the indebtedness secured hereby shall be available to the Lender against the Collateral.

6. HAZARD INSURANCE

Borrower shall keep the improvements now existing or subsequently erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be withheld unreasonably.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender receipts of all paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be used to restore or repair the Property

damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a written notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. Such 30 day period will begin when written notice is mailed by Lender.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in Sections 4 and 7 or change the amount of the payments. If under Section 16, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately before the acquisition.

7. FUNDS FOR TAXES AND INSURANCE

Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day each payment is due under the Note, until the Note is paid in full, a sum equal to 1/12 of yearly taxes that may attain priority over this Security Instrument. This item is called an "escrow item". Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrowers any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sum secured by this Security Instrument.

If the amount of the Funds held by Lender, together with future payments of Funds due before the due dates of the escrow items, exceed the amount required to pay the escrow items when due, the excess shall be, at the Borrower's option, either promptly repaid by Borrower or credited to Borrower on future payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Section 16, the Property is sold or acquired by Lender, Lender shall apply, no later than immediately before the sale of the Property or its acquisitions by Lender, any Funds held by Lender as a credit against the sums secured by this Security Instrument.

8. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY

If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for

condemnation, or to enforce laws or regulations), the Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien that has priority over this Security Instrument, appearing in court, paying reasonable attorney fees, and entering on the Property to make repairs. Although Lender may take action under this Paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this Section shall be added to the principal amount of the debt of Borrower secured by this Security Instrument. Unless Borrowers and Lender agree to other terms of payment, these amount shall bear interest from he date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

9. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by Lender under Sections 4 and 7 shall be applied; first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under Section 7; fourth, to interest due; fifth, to principal due.

10. LOAN CHARGES

If the Loan secured by this Security Instrument becomes subject to law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any prepayment charge under the Note.

11. CONDEMNATION

Borrower shall promptly give Lender notice of the commencement of negotiations concerning condemnation and of any action to condemn all or any part of the Property. Borrower assigns to and agrees that Lender shall receive the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

If there is a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If there is a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the proceeds shall at Lender's sole option be applied to restore the Property as described in Section 5 or to reduce the sums secured by this Security Instrument by the same ratio as the area taken bears to the area of the Property immediately before the taking. Any balance shall be paid to Borrower.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in Sections 4 and 7 or change the amount of such payments.

12. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS

Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

13. INSPECTION

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice before or at the time of an inspection specifying reasonable cause for the inspection.

14. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by their Security Instrument. However, Lender shall not exercise their right if it is prohibited by Federal Law as of the date of this Security Instrument.

If Lender exercises their option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed, within which Borrower fails to pay these sums before the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

15. LEGISLATION AFFECTING LENDER'S RIGHTS

If enactment or expiration of applicable laws renders any provision of the Note or this Security Instrument unenforceable according to its terms, Lender may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by Section 16. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of Section 21.

16. ACCELERATION; REMEDIES

Lender shall give notice to Borrower before acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not before acceleration under Sections 14 and 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is delivered to Borrower as defined in Section 21, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure in a judicial proceeding, and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument in a judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney fees and costs of title evidence.

17. LENDER IN POSSESSION

Upon acceleration under Section 16, or abandonment of the Property and at any time before the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents

of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney fees, and then to the sums secured by this Security Instrument in the order described in Section 8.

18. BORROWER'S RIGHT TO REINSTATE

Subject to any statutory limitations on the frequency with which a borrower may reinstate a mortgage, if Borrower meets the conditions described below, Borrower may have enforcement of this Security Instrument discontinued at any time before 30 days before entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) cures any breach under this Security Instrument and pays Lender all sums that then would be due under this Security Instrument and the Note had no acceleration occurred; and (b) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees. Upon reinstatement by Borrower, this Security Instrument and the obligations it secures shall remain fully effective as if no acceleration had occurred.

19. WAIVER OF REDEMPTION

Borrower waives any and all rights to redeem the Property from sale under any judgment of foreclosure of this mortgage, on Borrower's behalf and on behalf of all other persons, except judgment creditors of Borrower, who acquire any interest in the Property after the date of this mortgage.

20. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS

The covenants and agreements of this Security Instrument bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Section 18. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear, or make any accommodation with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

21. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER

Lender's agreement with Borrower or with any successor of Borrower to extend the time for payment of, or to modify the amortization of the sums secured by, this Security Instrument shall not release the liability of Borrower or Borrower's successor in interest. Lender need not commence proceedings against any successor in interest, refuse to extend time for payment, or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

22. NOTICES

Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to Borrower personally or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Address first appearing herein or to any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first

class mail to Lender's address stated below or to any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when personally delivered or when deposited for mailing as provided in this Paragraph. For purposes of giving Notice, Lender's address is 28 North Grove Avenue, Elgin, IL 60120 and Borrower's address is 5116 South Blackstone, Chicago, IL.

23. GOVERNING LAW; SEVERABILITY

This Security Instrument shall be governed by federal law and the law of the State of Illinois. If any provision or clause of this Security Instrument or the Note conflicts with that law, the conflict shall not affect such other provisions of this Security Instrument or the Note as can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

24. WAIVER OF HOMESTEAD

Borrower waives all right of homestead exemption in the Property.

25. BORROWER'S COPY

Borrower shall be given one fully executed copy of the Note and of this Security Instrument.

By signing below, Borrower accepts and agrees to the provisions contained in this Security Instrument.

Dated: 1/31/90

Signature of Borrower: Andrew N. Callas

X Sia Callas

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

" OFFICIAL SEAL "
FRANK WILLIAM JAFFE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 2/25/91

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Sia Callas, and Andrew N. Callas, personally known to me to be of sound mind and personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 31 day of January, 19 90.

Notary Public

Commission Expires: 2/25/91

This Document was prepared by and should be returned to:
Frank Jaffe
Suite 304
105 W. Madison Street
Chicago, IL 60602

Box 333

90052241

90052242

72-44-261 S.7 (2nd)

ASSIGNMENT OF RENTS AND LEASES $17.00

This Assignment is made jointly and severally as of January 31, 1990 by and among Andrew N. Callas and Sia Callas, whose mailing address is 1029 Rolling Pass, Glenview, Illinois (hereinafter called "Assignor") to University Financial Savings, F.A., whose mailing address is 28 North Grove Ave., Elgin, Illinois (hereinafter called "Assignee"). Assignor owns real property legally described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

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 Assignor in, to and under all present leases of the Premises including those leases described on the Schedule of Leases attached hereto as Exhibit "B" and made a part hereof, together with all future leases hereinafter entered into affecting the Premises or any portion thereof, and all guarantees, amendments, extensions and renewals of said leases (all of which are hereinafter collectively called the "Leases") and all rents, income and profits which may now or hereafter be or become due or owing under the leases and each of them, or on account of the use of the Premises or any portion thereof.

This Assignment is made for the purposes of securing:

A. The payment of the indebtedness, as defined in the Mortgage set forth below (including any extensions and renewals thereof) evidenced by that certain Promissory Note of Assignor of even date herewith in the principal sum of One Hundred Twenty-Five Thousand Dollars and 00/100 $125,000.00 (the "Note") and secured, inter alia, by that certain Mortgage, Security Agreement and Financing Statement (the "Mortgage") of Assignor 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 all other instruments constituting security for the Note; and

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

Assignor covenants and agrees with Assignee that:

1. There is no present lease of the Premises not listed on the Schedule of Leases.

2. The sole ownership of the entire landlord's interest in the Leases is vested in the Assignor. Assignor shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases except an assignment of pledge securing the indebtedness secured hereby; (c) accept any payment of any installment or rent more than thirty (30) days before the date thereof; or (d) make any lease of the Premises or any portion thereof except for actual occupancy by the tenant thereunder.

3. Each of those Leases listed on the Schedule of Leases are valid and enforceable in accordance with its terms and none has been or will be altered, modified, amended, terminated, canceled, renewed or surrendered nor has or will any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Assignee.

4. There is no default now existing under any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill and perform each and

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every covenant and condition of each of their Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (excluding termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed.

5. Assignor shall give prompt notice to Assignee of each notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.

6. Without Assignee's prior written consent in each case, Assignor will not suffer or permit any of the Leases to become subordinate to any lien other than the lien of the mortgage, this Assignment and general real estate taxes not delinquent.

7. This Assignment is absolute and is effective immediately; however, until notice, in writing, is sent by Assignee to the Assignor that an event of default has occurred under the Note or under any other instrument at any time constituting security for the Note (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

8. In any event of default occurs at any time under 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 when due all such rents, income and profits 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 until such event of default is cured and during the pendency of any foreclosure proceedings, and, if there is a deficiency, during the redemption period, to the extent that the waiver of such redemption period cannot, legally, be effected.

9. The Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full 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 aquittances for any and all rents, income and profits occurring from the Premises, and, at Assignee's discretion, to file any claim or take any other action or proceeding and make any settlement in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Leases. All present and future tenants are expressly relieved of all duty, liability or obligations to Assignor and each of them in respect of all payments so made to Assignee or such nominee.

10. 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 hereunder, 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, any may exclude the Assignor and its agents and servants wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein 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 payment of the costs of managing and operating the Premises and to payment of all indebtedness and liability of Assignor to Assignee, including but not limited to: (a) 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 (b) principal and interest payments and all other sums due from Assignor to Assignee on the Note and the Mortgage; all in such order and for such time as Assignee may determine.

11. 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 any landlord under any of the Leases. Assignee does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor under any of the leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant 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 tenant, occupant, licensee, employee or stranger.

12. Assignor hereby covenants and agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damages including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee under the Lease or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases.

13. Assignee may: (a) take or release any part primarily or secondarily liable for any of the indebtedness; (b) grant extensions, renewals or indulgences with respect to such indebtedness; and (c) apply any other security therefore held by Assignee to the satisfaction of such indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the indebtedness.

14. Assignee may, at its option, although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor and each of them, and all monies expended in so doing shall be chargeable to the Assignor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the indebtedness, and shall be immediately due and payable.

15. That 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 covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

16. That the rights, remedies and powers of Assignee under this Agreement are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Note and all instruments constituting security for the Note, and at law and in equity.

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

Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above-stated address of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon