RECORDATION REQUESTED BY OF ASSOCIATION REQUESTED BY OFFICIATION REQUESTED BY OFFICIATION REQUESTED BY OFFICIATION REQUESTED BY OFFICIATION RE OAK LAWN TRUST & SAVINGS BANK 4900 WEST 95TH STREET

P.O. BOX 1844 OAK LAWN, IL 60455-1844

COOK COUNTY, ILLINOIS FILE OF FOR RECORD

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WHEN RECORDED MAIL TO:

OAK LAWN TRUST & SAVINGS BANK 4900 WEST 95TH STREET P.O. BOX 1844 OAK LAWN, IL 60455-1844

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SEND TAX NOTICES TO:

OAK LAWN TRUST & SAVINGS BANK 4800 WEST 95TH STREET P.O. BOX 1844 OAK LAWN, IL 60455-1844

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF GENTS IS DATED MARCH 16, 1990, between DONALD T. COLEMAN and ROSIE COLEMAN, whose address is 1837 BUCKINGHAM, WESTCHESTER, IL 60154 (referred to below as "Grantor"); and OAK LAWN TRUST & SAVINGS BANK, whose address is 4900 WEST 95TH STREET, P.O. BOX 1844, OAK LAWN, IL. 60455-1844 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in COOK County. State of Illinois:

THE WEST 1/2 OF LOT 456 IN AUSTIN'S CRD ADDITION TO AUSTINVILLE, BEING A SUBDIVISION OF THE EAST 17 ACRES OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5919 WEST WALTON, CHICAGO, IL 60644. The Real Property tax Identification number is 18-05-410-010.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not atherwise defined in this Assignment shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code.

Assignment. The word "Assignment" means this Assignment of Rents between Granic and Lender, and includes without fimilation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include any of the Events of Default et lorth below in the section titled "Events of Delault.

Grantor. The word "Grantor" means DONALD T. COLEMAN and ROSIE COLEMAN.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantol und a this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, this Assignment serure a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor compiles with all the terms of the Note.

Lender. The word "Lender" means OAK LAWN TRUST & SAVINGS BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated Merch 18, 1990, in the original principal amount of \$50,000,00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 10,000% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 1,000. percentage point(s) over the Index, resulting in an initial rate of 11,000% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, montgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Grantor's Indebtedness to Londer.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit anached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE AND THIS ASSIGNMENT. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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 strictly perform all of Borrower's obligations. Unless and until Lender exercises its 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:



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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'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 to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all 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 the and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other faws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease 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.

Employ Agents. Le ider may ongage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the coperty, 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 stand of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Let @? 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 Bents. 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 rumbursed 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, at a "om date of expenditure until paid."

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment and the Note, Lender shall execute and deliver is Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security in prost in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. Il Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would malerially affect Lender's interests in the Property, Lender on Granto,'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 intered 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 or don, 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 payment or the come 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 of which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in his 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 construed as 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 (2 and of Default") under this Assignment:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtaguess.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition con airisd in this Assignment, the Note or in any of the Related Occuments. It such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice 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.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on hehalf of Grantor under m's Assignment, the Note or the Related Documents is, or at the time made or furnished was, talse in any material respect.

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

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

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-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 reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent or any Guarantor rovokes any guaranty of the Indebtedness. Londer, 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 Londer, and, in doing so, cure the Event of Default.

insecurity. Lender reasonably deems liself 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 Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts

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past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lander may require any tenant or other user of the Property to make payments of rent or use tees directly to Lender. If the Rents are collected by Lender, then Granter irrevocably designates Lender as Granter's atterney-in-fact to endorse instruments received in payment thereof in the name of Granter and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages 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 preceding foreclosure or sale, and to collect the Rants from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgages 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 apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights of not exclude pursus of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Exp insiss. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorneys' fees at "rai and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lander that in Lender's opinion are necessar, 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 be minterest 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 attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for pankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collocion services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance. The extent permitted by applicable law. Granter also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following mine allow provisions are a part of this Assignment:

Amendments. This Assignment, together with any Fiela'ed Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of a comment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the elevation or amendment.

Applicable Law. This Assignment has been delivered to Linder and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Granter shall not enter into any agreement with the house of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, ame idid, extended, or renewed without the prior written consent of Lender. Granter shall neither request nor accept any future advances under an 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 Gran or's Interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Propert occomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors 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 in lehtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and benefits of the homestead or an otion laws of the State of lilinols as to all indebtedness secured by this Assignment.

Walvers and Consents. Londer shall not be deemed to have walved any rights under this Assignment (or under the Related Documents) unless such walver is in writing and signed by Lender. No delay or emission on the part of Lender in exercising any right shall operate as a walver of such right or any other right. A walver by any party of a provision of this Assignment shall not constitute a walver of or prejudice the party's right otherwise to domaind strict compliance with that provision or any other provision. No prior walver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a walver of any of Lender's rights or any of Grantor'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.

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

GRANTOR:

X DONALD T. COLEMAN

ROSIE COLEMAN

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INDIVIDUAL ACKNOWLEDGMENT	
STATE OF TLLINOIS)	OFFICIAL SEAL JOHN A. SPEEDWELL NOTARY PUBLIC STATE OF ALIMONS SERT S. 1993
COUNTY OF COOP)	HY CONTUSSION EXP. SEPT. 6,1993
On this day before me, the undersigned Notary Public, personally a individuals described in and who executed the Assignment of Rents, and deed, for the uses and purposes therein mentioned.	ppeared DONALD T. COLEMAN and ROSIE COLEMAN, to me known to be the and acknowledged that they signed the Assignment as their free and voluntary act
Given under pry hand and official seal this 1977	day of MARIH , 19 90 .
By hul beedwell	Residing at 4900 W. 95TOST, OAK KAWW TLL.
Notary Public in and for the State of TELINOIS	My commission expires 9-6-93
LASER PRO (tm) Ver. 3.10 (c) 1990 (f) Bankers Service Group, Inc. All rights reserved.	
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