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COOK COUNTY, ILL. NOT
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COLLATERAL ASSIGNMENT
OF LEASE AND RENTS

\$17.00

THIS AGREEMENT made April 30th, 19 90 by Hawthorn Buildings Partnership, An Illinois General Partnership

whose principal place of business is 359 Hawthorne Circle,
Mt. Prospect, IL

as Assignor ("Assignor" to be construed as "Assignors" if the
context so requires), to NBD NORTHFIELD BANK, having its
principal place of business in the City of Northfield, Illinois,
as Assignee.

W I T N E S S E T H T H A T:

WHEREAS, Assignor, to evidence and secure a loan
indebtedness, has made and delivered to Assignee a promissory
note of even date herewith in the principal amount of
\$169,425.00 payable as in the note provided and with interest as
therein expressed, and has executed and delivered a Mortgage (it
being agreed that "mortgage" as hereinafter used shall be
construed to mean "deed of trust" or "trust deed" or "deed to
secure debt" if the context so requires) bearing the aforesaid
date to secure said note on certain real estate in the County of
Cook, State of Illinois, more particularly described as
follows:

See Exhibit "A" attached hereto and by express reference
made a part hereof including the improvements now or hereafter
thereon and the easements, rights and appurtenances thereunto
belonging, all of which with said real estate being hereinafter
called the "mortgaged premises" and

WHEREAS, Assignee has required the assignment hereinafter
made as a condition to making the above loan;

NOW, THEREFORE, Assignor, for good and valuable
considerations, the receipt of which is hereby acknowledged, does
hereby bargain, sell, transfer, assign, convey, set over and
deliver unto Assignee, as security for the payment of the above-
described loan indebtedness and the payment and performance of
all the terms and conditions of said note and the mortgage and
any and all amendments, extensions and renewals thereof, all
leases affecting the mortgaged premises, or any part thereof, now
existing or which may be executed at any time in the future
during the life of this Assignment, and all amendments,
extensions and renewals of said leases and any of them, all of
which are hereinafter called the "leases," and all rents and

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THE STATE OF ILLINOIS

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00.718

DEPARTMENT OF REVENUE
STATE OF ILLINOIS

NOTICE TO TAXPAYER

YOUR RETURN HAS BEEN RECEIVED AND IS BEING REVIEWED. YOU WILL BE CONTACTED IF WE HAVE ANY QUESTIONS.

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Vertical text on the right margin, possibly a date or reference number.

other income which may now or hereafter be or become due or owing under the leases, and any of them, or on account of the use of the mortgaged premises, it being intended hereby to establish a complete transfer of all leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the mortgaged premises unto Assignee, with the right, but without the obligation, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such leases as may from time to time be designated by Assignee.

Assignor hereby appoints Assignee the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place and stead, to demand, collect, receipt and give complete acquittance for any and all rents and other amounts herein assigned which may be or become due and payable by the lessees and other occupants of the mortgaged premises, and at its 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 Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of any and all rents and other amounts herein assigned. Lessees of the mortgaged premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned 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 Assignor in respect of all payments so made.

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 assigned hereunder, including the right to enter upon the mortgaged premises, or any part thereof, and take possession thereof forthwith to the extent necessary to effect the cure of any default on the part of Assignor as lessor in any of the leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without 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 mortgaged premises and of any indebtedness or liability of Assignor 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 mortgaged premises or of making same rentable, attorney fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on said note and the mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims

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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; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss or damage which may or might be incurred by it under said leases 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 obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the mortgaged premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the leases, or for any waste of the mortgaged premises by the lessee under a leases or any other party, or for any dangerous or defective condition of the mortgaged premises or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and, with the covenants, warranties, and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said promissory note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the mortgaged premises.

Notwithstanding any provision herein to the contrary, prior to a default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement of Assignor contained herein, or in said note or the mortgage, or in any of the leases, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month in advance, all rents and other income arising under the leases and from the mortgaged premises, and to enforce all provisions contained in the leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon default in payment of any

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

Witness my hand and the seal of said County at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois.

It is the policy of the County of Cook, Illinois, to provide for the efficient and economical operation of its various departments and to ensure that the services of its employees are properly compensated.

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

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Property of Cook County Clerk's Office

indebtedness secured hereby or in the performance of any other obligation, covenant or agreement of Assignor contained in said note or the mortgage, or in this Assignment, or in any of the leases; and, upon written notice of Assignor's default at any time hereafter given by Assignee to any lessee by mailing same by United States registered mail, postage prepaid, addressed to the lessee named in the lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the lessee shall be paid and performed by the lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the mortgage. Any lessee of the mortgaged premises or any part thereof is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance and any payment so made prior to receipt by such lessee of notice of Assignor's default shall constitute a full acquittance to lessee therefor.

IN WITNESS WHEREOF, Hawthorn Buildings Partnership has caused these presents to be signed.

HAWTHORN BUILDINGS PARTNERSHIP

By: Mark Feyman
Mark Feyman, General Partner

By: Bella Feyman
Bella Feyman, General Partner

By: David Giterman
David Giterman, General Partner

By: Nina Giterman
Nina Giterman, General Partner

By: V. Levit
Vitaly Levit, General Partner

By: Nat Levit
Nataly Levit, General Partner

By: Ludmila Ovetsky
Ludmila Ovetsky, General Partner

By: Alex Ovetsky
Alexander Ovetsky, General Partner

By: Ludmila Shubow
Ludmila Shubow, General Partner

By: Alexander Shubow
Alexander Shubow, General Partner

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The undersigned hereby certify that the within bill is a true and correct copy of the original as the same appears on the records of the County Clerk's Office.

Witness my hand and seal of office this 1st day of January, 1900.

- _____
County Clerk
- _____
General Partner

10138893

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

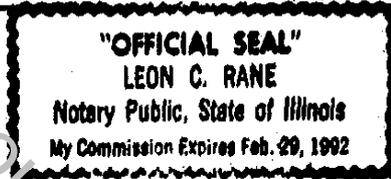
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *

who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of APRIL, 1990.

Leon C. Rane

NOTARY PUBLIC
BOX 333 - GG



This instrument was prepared by:
Karen L. Petersen
NBD Northfield Bank
400 Central Avenue
Northfield, IL 60093

MAIL
TO →

- * MARK FEYMAN
- BELLA FEYMAN
- DAVID GITENMAN
- NINA GITENMAN
- VITALY LEVIT
- NATALY LEVIT
- LUDMILA OVBTSKY
- ALEXANDER OVBTSKY
- LUDMILA SCHUBOW
- ALEXANDER SCHUBOW

Clerk of Cook County Clerk's Office

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PARCEL 1:

THE EAST 48.84 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF THAT PART OF LOT 1 IN HAWTHORNES SUBDIVISION OF PART OF THE NORTH 20 ACRES OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1975 AS DOCUMENT 23300470 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 1; THENCE DUE WEST ALONG THE NORTH LINE OF SAID LOT 1, 452.29 FEET, THENCE DUE SOUTH 166.51 FEET TO A POINT FOR A POINT OF BEGINNING OF THE LAND HEREON DESCRIBED; THENCE SOUTH 89 DEGREES 58 MINUTES 26 SECONDS EAST, 141.17 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 34 SECONDS WEST, 52.80 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 26 SECONDS WEST, 141.17 FEET; THENCE NORTH 00 DEGREES 01 MINUTES 34 SECONDS EAST, 52.80 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF EASEMENTS RECORDED APRIL 7, 1976 AS DOCUMENT 23443254 AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 25, 1980 AND KNOWN AS TRUST NUMBER 49124 TO ROSE ANNE PEKNY DATED JUNE 25, 1980 AND RECORDED SEPTEMBER 8, 1980 AS DOCUMENT 25574916 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

359 Hawthorne
Mt Prospect, Ill

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Recorder's Office

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

NOTED AND FILED IN THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, THIS 1st DAY OF JANUARY, 1900.

[Handwritten signatures and dates]

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