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NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Mortgage, and in consideration of the sum of Ten Dollars (\$10.00) to the Assignor in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, and transfer unto the Mortgagee all the rents, issues, deposits, and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of contract for any agreement for the use, sale, or occupancy of the premises above described or any part thereof, (collectively referred to as the "Agreements"), and all the avals thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted. Assignor does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the premises), to rent, lease, let, or sell all or any portion of said premises to any party or parties at such price and upon such terms, in its discretion as it may determine, and to collect all of said avals, rents, issues, deposits, and profits arising from or accruing at any

WHEREAS, said mortgage also secures repayment of a line of Credit Note of even date herewith in the principal amount of \$150,000.00 executed by Dimitrios and Eleni Vassiliades, payable to the order of the Mortgagee (the Mortgage Note and line of Credit Note are collectively referred to as the "Note"); and WHEREAS, Dimitrios and Eleni Vassiliades are the sole beneficiaries by which the aforesaid trust was created.

WHEREAS, First Colonial Trust Company, not personally but as Trustee as aforesaid, in order to secure an indebtedness to the Mortgagee evidenced by its \$750,000.00 Mortgage Note of even date herewith, executed a Mortgage also of even date herewith (the "Mortgage"), mortgaging to the Mortgagee the real property described in Exhibit A attached hereto, together with any present and future improvements thereon (collectively, the "Premises"); and

W I T N E S S E T H :

THIS ASSIGNMENT OF RENTS is made this 29th day of June, 1990 by and among First Colonial Trust Company as Trustee under a Trust Agreement dated June 15, 1990 and known as trust number 5603 and Dimitrios and Eleni Vassiliades (hereinafter collectively referred to as the "Assignor") and First Colonial Bank of Lake County (hereinafter referred to as the "Mortgagee")

ASSIGNMENT OF RENTS

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The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability under any agreement relating to said premises, and the Assignor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss, or damage which it may or might incur under any agreement or under or by reason of the assignment thereof and of asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or conditions contained in said agreements. Should the Mortgagee incur any such liability, loss, damage or expense under said Agreement, or under or by reason of the assignment thereof, or in the defense of any claims or demands, the Assignor agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses, and reasonable attorneys' fees with interest thereon at the highest default rate specified in the Notes from the date of expenditure.

Mortgagee, the Assignor agrees to surrender to the Mortgagee and attorneys, and Mortgagee in its discretion may enter upon and take and maintain possession of any or any part of said premises, together with all the documents, books, records, papers, and accounts of the Assignor or then owner of the premises relating thereto, and may exclude the Assignor, its agents or servants, wholly therefrom and may, as attorney in fact or agent of the Assignor, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage, and control the premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avals, rents, issues, deposits, and profits of the premises, including actions for the recovery of rent, actions in forcible detainer, and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Assignor, and with full power to cancel or terminate any agreement for any cause or on any ground which would entitle Assignor to cancel the same, to elect to disaffirm any agreement made subsequent to the Mortgage or subordinated to the lien thereof, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises that may seem judicious, in its discretion, insure and reinsure the same for all risks, incidental to Mortgagee's possession, operation, and management thereof and to receive all such avals, rents, issues, deposits, and profits.

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In any case in which under the provisions of the Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due or, whether before or after institution of legal proceedings to foreclose the lien thereof, or before or after sale thereunder, forthwith, upon demand of the

It is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it hereby until and unless a default shall occur in the payment of interest or principal due under the Notes secured by the Mortgage or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing said Notes or the debt secured or evidenced thereby or by any extension thereof and nothing herein contained shall be deemed to affect or impair any rights which the Mortgagee may have under said Notes and Mortgage or any other instrument herein mentioned.

The Assignor further agrees to assign and transfer to the Mortgagee all future leases and agreements upon all or any part of the premises and to execute and deliver, immediately upon the request of the Mortgagee, all such further assurances and assignments in the premises as the Mortgagee shall from time to time require.

Nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Mortgagee, no liability shall be asserted or enforced against the Mortgagee, all such liability being expressly waived and released by the Assignor.

The Assignor represents and agrees that no rent has been or will be paid under the agreements for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Assignor. The Assignor waives any right of set off against any person in possession of any portion of the premises. Assignor agrees that it will not assign any of the rents, profits, or deposits except to the purchaser or grantee of the premises.

The Assignor represents and agrees that no rent has been or will be paid under the agreements for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said premises has been or will be waived, released, reduced, or otherwise discharged or compromised by the Assignor. The Assignor waives any right of set off against any person in possession of any portion of the premises. Assignor agrees that it will not assign any of the rents, profits, or deposits except to the purchaser or grantee of the premises.

time hereafter, and all now due, or that may hereafter become due under said agreements, written or verbal, or other tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

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Whenever the word "Assignor" is mentioned herein, it is hereby understood that the same includes and shall be binding upon the heirs, personal representative and assigns of the Assignor, and any party or parties holding title to the premises by, through, or under the Assignor. All of the rights, powers, privileges, and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the Notes.

It is understood and agreed that the provisions set forth in this Assignment of Rents shall be deemed as a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

The Assignor does further specifically authorize and instruct each and every present and future lessee or purchaser of the whole or any part of the premises to pay all unpaid rental or deposits agreed upon in any agreement to the Mortgagee upon receipt of demand from said Mortgagee to so pay the same.

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvements of said premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said premises in such condition as will, in the judgment of the Mortgagee, make it readily rentable or saleable; and

(b) To the payment of taxes and special assessments now due or which may hereafter become due on said premises;

(a) To the payment of the operating expenses of said premises, including cost of management, sale, and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establish claim for damages, if any, and premiums on insurance hereinabove authorized;

The Mortgagee, in the exercise of the rights and powers conferred upon it by this Assignment of Rents, shall have full power to use and apply the aforesaid rents, issues, deposits, and profits of the premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

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All representations and undertakings of the Assignor hereunder are those of its beneficiary only, including those as to title.

This Assignment of Rents is executed by First Colonial Trust Company as Trustee under a Trust Agreement dated June 15, 1990 and known as Trust Number 5603, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as each Trustee (and said Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Agreements contained shall be construed as creating any liability on the said Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, or to keep, preserve, or acquire any property of said trust, and that all personal liability of Trustee of every sort, if any, is hereby expressly waived by every person now or hereafter claiming any right or security hereunder; and that so far as the said Trustee is concerned, the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased or sold for the payment hereof. It is further understood and agreed that the said Trustee merely holds naked legal title to the premises and assumes no responsibility under the Agreements for: (a) the construction of the premises; (b) the management or control of the premises; (c) the upkeep, inspection, maintenance, or repair of the premises; (d) the collection of rents or deposits, security or otherwise, or the rental or sale of the premises; or (e) the conduct of any business which is carried on upon the premises.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by said mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said mortgage shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, and profits of the premises, or by the Assignor, or until such time as this Assignment of Rents may be voluntarily released. This Assignment of Rents shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a judgment of foreclosure, unless indebtedness secured by the mortgage is fully satisfied before the expiration of any period of redemption.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

90340452

OFFICIAL SEAL
JANICE NEUBAUER
Notary Public, State of Illinois
My Commission Expires 2/22/92

Commission expires:

NOTARY PUBLIC
Janice Neubauer

The foregoing instrument was acknowledged before me this 5th day of July, 1990 by Dimitrios Vassiliades.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.

Dimitrios Vassiliades

NOTARY PUBLIC
Jan M. Stout

Commission Expires:

OFFICIAL SEAL
Jan M. Stout
Notary Public, State of Illinois
My Commission Expires July 17, 1992

The foregoing instrument was acknowledged before me this 9th day of July, 1990 by Mary E. Rooney and Norma J. Hawthorn of First Colonial Trust Company as Trustee under a Trust Agreement dated June 15, 1990 and Trust Number 5603, on behalf of said Trustee.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.

Executed and delivered by First Colonial Trust Company not in its individual capacity, but solely in the capacity of trustee for the purpose of binding the trust for which it is acting, and subject to the express condition, anything herein to the contrary notwithstanding that no personal liability or responsibility is assumed by First Colonial Trust Company.
Trust No. 5603

BY: *Mary E. Rooney*
Title: *Mary E. Rooney*
VICE PRESIDENT

BY: *Norma J. Hawthorn*
Title: *Norma J. Hawthorn*
Land Trust Officer

(SEAL) ATTEST:
FIRST COLONIAL TRUST COMPANY
not personally but as Trustee as attested

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

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afh/90-1158c (fh) 6/27/90

Box 333

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THIS INSTRUMENT PREPARED BY AND TO BE RETURNED AFTER RECORDING TO: MURRAY L. MANUS, RICHARDS, RALPH, EIKER, ECKERT, & O'DONNELL, CHARTERED, 175 E. Hawthorn Parkway, Suite 401 Vernon Hills, IL 60061

Commission expires: INDEFINITE

MARC J. MEZNAR VICE CONSUL OF THE UNITED STATES OF AMERICA

NOTARY PUBLIC [Signature]

The foregoing instrument was acknowledged before me this 2nd day of July, 1990 by Elent Vassiliades only

[Signature] Elent Vassiliades

REPUBLIC OF GREECE PROVINCE OF ATTICA CITY OF ATHENS EMBASSY OF THE UNITED STATES OF AMERICA

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6/27/90
ajh\90-1158c (jh)

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P.I.N. - 05-28-103-118.

Commonly known as: 626-630 Green Bay Road, Kenilworth, Illinois.

ILLINOIS.
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ADDITION TO KENILWORTH IN SECTION 28, TOWNSHIP 42 NORTH, RANGE
11 (EXCEPT PARTS TAKEN FOR STREETS) IN JAMES RICE BROWN'S
2. LOTS 8, 9 AND 10 AND THE NORTH WESTERLY 15 FEET OF LOT

P.I.N. - 12-33-113-007.

Commonly known as: 250-252 East Dearpath and also 636-654 North
Bank Lane, Lake Forest, Illinois.

1. THE EASTERLY 30 FEET OF THE SOUTHERLY 150 FEET OF LOT
17 IN BLOCK ONE IN JAMES ANDERSON'S SUBDIVISION OF LOT 340 AND
PART OF LOT 334 IN THE CITY OF LAKE FOREST IN THE NORTH WEST
QUARTER OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE
THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF JAMES
ANDERSON'S SUBDIVISION, RECORDED MARCH 18, 1892 AS DOCUMENT
48827, IN BOOK "C" OF PLATS, PAGE 5, IN LAKE COUNTY, ILLINOIS.

LEGAL DESCRIPTION

EXHIBIT A TO ASSIGNMENT OF RENTS DATED JUNE 29, 1990

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