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Assignment of Real Estate Leases and Rentals

91516695

Assignment dated **October 3, 1991** by **American National Bank & Trust Co., Trustee U/T/A Dtd. 9/15/91 a/k/a #114595-00** (Mortgagor)
 whose address is **1631 W. Carroll Avenue, Chicago, IL**
 to **NBD Northfield Bank** (Bank)
 a **State** banking **Corporation**
 whose address is **400 Central Avenue, Northfield, IL 60093**

Mortgagor has executed and delivered to Bank a Mortgage on the following described real property of the Premises:

Land located in the **City** of **Chicago**
Cook County, **Illinois**

Lots 40, 41, 42 and 43 in Macy Allen and Roche's Subdivision of the East 1/2 of the South West 1/4 of Block 33 in Canal Trustees' Subdivision of Section 7, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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Commonly known as **1631-39 West Carroll Avenue, Chicago, IL**

Tax Parcel Identification No. **17-07-407-074-0000**

For the purpose of further securing the Mortgage and the underlying debt secured by the Mortgage (the Debt), Mortgagor assigns to the Bank all leases now in existence or executed at a later date, either oral or written, and all renewals, renewals and replacements of the leases, or holdovers under the leases, and all rents and proceeds therefrom, from the Premises and the buildings and improvements on it. Copies of existing leases and leases and rents have been delivered to the Bank. Mortgagor will provide copies of any future leases and rents and proceeds to Bank.

The Bank shall have complete authority in case of default in the terms of the Mortgage or the Debt to demand and take possession of the Premises without having a receiver appointed, to rent and manage the premises and to apply the net proceeds of the rent toward the Debt secured by the Mortgage until it is paid in full or until the same is obtained through foreclosure or otherwise. The Mortgagee consents to the appointment of a receiver if this is believed necessary by the Bank. Taking possession of the premises or collecting rent shall not constitute a cure or waiver of any existing default.

MORTGAGOR REPRESENTS AND COVENANTS AS FOLLOWS:

- Mortgagor shall fulfill and perform its obligations under all leases and give Bank prompt notice of any default in the performance of the terms and conditions of the leases by either Mortgagor or tenant, together with payment of any amount received by Mortgagor in connection with any lease.
- Mortgagor shall not in any way amend, assign, cancel or terminate any lease, except a surrender, nor accept any amount of rent more than one month in advance, without the prior written consent of the Bank, except that Mortgagor may increase lease rentals without the Bank's consent.
- Mortgagor shall appear and defend or prosecute any action growing out of any lease at the Mortgagor's cost and expense.
- The Bank shall not be required to make any payment, including necessary costs, expenses and reasonable attorney fees, or perform any action required of the Mortgagor under any lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. Mortgagor shall immediately upon demand, reimburse the Bank for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Debt, all of which shall be added to the Debt.
- Mortgagor shall not previously assigned any of its rights under any lease; it has not accepted rent more than 30 days in advance of accrual; there is no present default by any tenant; all existing leases are in full force and effect and unmodified, except as shown; and to the best of its knowledge, no person or entity other than authorized tenants is in possession of the Premises.

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- 6. The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease and Mortgagor agrees to indemnify the Bank and hold it harmless from all liability or damage which it may incur under any lease and from all claims and demands which may be asserted against it by reason of any alleged obligation on its part to perform any terms of any lease. Should Bank incur any liability, damages or costs associated with its defense, all such amounts shall be secured by this Assignment and the Mortgage and Mortgagor shall immediately reimburse the Bank upon demand for all such amounts together with interest at the highest rate permitted by any instrument evidencing any of the Debt.
- 7. Mortgagor covenants not to execute any other assignment of the leases or lease rentals as security for any debt without the prior written consent of Bank.

Any notice which either party may give or is required to give under this Assignment, shall be made in writing and shall be effective when sent as registered mail, postage prepaid, addressed to the other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing.

If any provision of this Assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Assignment. No waiver by the Bank of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any other right or remedy of the Bank, nor affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Mortgagor, and all rights and remedies of the Bank are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Assignment shall be joint and several.

This Assignment shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

WAIVER OF JURY TRIAL: The Bank and the Mortgagor after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Assignment or any related instrument or agreement or any of the transactions contemplated by this Assignment or any course of conduct, dealing, statements, (whether oral or written) or actions of either of them. Neither the Bank nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Mortgagor except by a written instrument executed by both of them.

Executed by the Mortgagor on the date first written above.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee, in the exercise of the power and authority conferred upon and vested in the Trustee. It is customarily understood and agreed that all of the warranties, representations, covenants, conditions, terms and agreements herein made on the part of the Trustee are made with a full and complete understanding of the nature and effect of the same. No personal liability of the Trustee shall be incurred by reason of any error or omission in the execution of the instrument or by reason of any mistake, inadvertence, or oversight in the execution of the instrument.

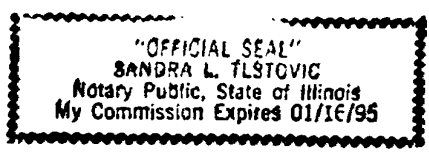
MORTGAGOR
 American National Bank & Trust Co. U/T/A
 Dated 9/25/91 and known as Trust #114595-00
 By: *[Signature]*
 By: *[Signature]*

ACKNOWLEDGEMENT

State of Illinois
 County of Cook

OCT 03 1991

The foregoing instrument was acknowledged before me on
 by J. MICHAEL WHELAN VICE PRESIDENT
Gregory S. Kasprzyk ASSISTANT SECRETARY



[Signature]
 Notary Public, Cook County, Ill.
 My Commission Expires

mail to: NBD Bank
 400 Central Avenue
 Evanston, IL 60203

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