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MORTGAGE
(Participation)

92818903

FILED 92-11-2:483-147

92818903

This mortgage made and entered into this 3rd day of November 19 92, by and between Chris E. Jackson and Mary A. Jackson, husband and wife

(hereinafter referred to as mortgagor) and NBD Park Ridge Bank, an Illinois banking corporation (hereinafter referred to as mortgagee), who maintains an office and place of business at 1 S. Northwest Highway, Park Ridge, IL 60068

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook State of Illinois

See Exhibit A attached hereto

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RECORDED
INDEXED
NOV 11 1992
COOK COUNTY RECORDER

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon, the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein

Mortgagor hereby releases and waives all ~~rights under and by virtue of the homestead exemption laws of the State of Illinois.~~
The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property, that the same is free from all encumbrances except as hereinabove recited, and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever

This instrument is given to secure the payment of a promissory note dated November 3, 1992 in the principal sum of \$ 232,000.00 signed by Chris E. Jackson and Mary A. Jackson on behalf of themselves. The Promissory Note is further secured by a certain guaranty of even date herewith made by Fryers Four, Inc. (the "Fryers Four Guaranty").

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Property of Cook County Clerk's Office

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Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable, and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

*or the Fryers Four Guaranty

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3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal): *or the Fryers Four Guaranty

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property

In the event of a sale as heretofore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees, secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 905 Williams Court, Schaumburg, Illinois 60193 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at the address first set forth above

10 (9) Mortgagor, on behalf of himself/herself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, setoff, or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

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IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Chris E. Jackson
Chris E. Jackson

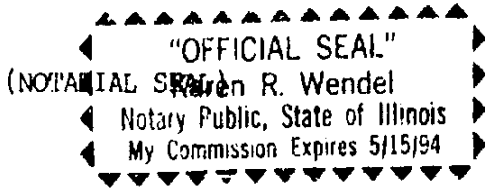
Mary A. Jackson
Mary A. Jackson

Executed and delivered in the presence of the following witnesses:

STATE OF ILLINOIS) (Add Appropriate Acknowledgment)
) SS.
COUNTY OF COOK)

I, Karen R. Wendel Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Chris E. Jackson and Mary A. Jackson, husband and wife personally known to me to be the same person whose names are subscribed to the foregoing instrument, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of November, 1992.



Karen R. Wendel
Notary Public

My commission expires: 5/15/94

MORTGAGE

Prepared by and return to:
Andrew W. Lapin, Esq.
Lapin & Associates
800 W. Washington Street - 17th Floor
Chicago, Illinois 60606

TO

RECORDING DATA

U.S. GOVERNMENT PRINTING OFFICE: 1989 O-584375

RETURN TO:

Name

Address

68864806

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EXHIBIT A

PARCEL 1

LOTS 1, 2 AND 3 IN EAST VIEW ADDITION TO ARLINGTON HEIGHTS, BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE CHICAGO NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11 (EXCEPT THE WEST 169.39 FEET THEREOF AND EXCEPT ALSO THAT PART TAKEN FOR A HIGHWAY AS CONDEMNED IN CASE 50638 COUNTY COURT AND AS SHOWN ON PLAT RECORDED AS DOCUMENT NO. 8,651,121) ALL IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1000 E. NORTHWEST HIGHWAY, ARLINGTON HEIGHTS, IL 60004

PIN: 03-32-201-039

PARCEL 2

LOT 15159 IN WEATHERSFIELD UNIT #15 IN SECTION 2, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 21 TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 1, 1968 AS DOCUMENT NUMBER 20,631,223, IN COOK COUNTY, ILLINOIS,

Subject to a mortgage dated 3/4/77 and recorded 3/8/77 as document no. 23,843,114 made by Mortgagor in favor of North Federal Savings and Loan Association of Chicago to secure an indebtedness of \$53,000.00.

COMMON ADDRESS: 905 WILLIAMS COURT, SCHAMBURG, IL 60193

PIN: 07-21-308-029

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COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made as of November 3, 1992, from Chris E. Jackson and Mary A. Jackson (individually and collectively, the "Assignor") to NBD PARK RIDGE BANK, an Illinois banking corporation (the "Lender");

WHEREAS, Chris E. Jackson and Mary A. Jackson executed a Note of even date herewith to the order of Lender in the principal amount of TWO HUNDRED THIRTY-TWO THOUSAND AND NO/100 DOLLARS (\$232,000.00) (the "Note"), and a certain mortgage ("Mortgage") of even date herewith to secure the Note, conveying the premises ("Premises") legally described on Exhibit A attached hereto; and

WHEREAS, as a condition to make the loan (the "Loan") evidenced by the Note, Lender requires the execution and delivery of this Assignment by Assignor as additional security for the Loan:

NOW, THEREFORE, the Assignor, for and in consideration of these presents and the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, and as further and additional security for payment of the Note; the principal sum, interest, premiums and other indebtedness evidenced hereby; any amendments, extensions or renewals of the Note; any other indebtedness or obligation secured or guaranteed by the Mortgage; payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of this Assignment; and the performance and discharge of each and every obligation, covenant and agreement of Assignor contained in this Assignment, the Note, the Mortgage or any of the other documents ("Security Documents") required pursuant to a certain Authorization and Loan Agreement dated September 2, 1992, as amended from time to time between Assignor, Lender and the U.S. Small Business Administration ("Authorization" or sometimes "Credit Agreement") does hereby sell, assign and transfer unto the Lender its interest in (i) the Identified Leases, if any, shown on Schedule I attached hereto; (ii) all leases or tenancies (including concessions) of the Premises or any part thereof, or any letting of or agreement for the use or occupancy of the Premises or any part thereof, whether written or oral, heretofore or hereafter made or agreed to by any party, including without limitation the Lender in the exercise of the powers herein conferred or otherwise; and (iii) any and all extensions, renewals and replacements of any of the foregoing (all of the leases, tenancies and rights described above or hereinafter collectively referred to as the "Leases" or individually as a "Lease"), together with all the rents, income, issues and profits now due and which may hereafter become due under or by virtue of the Leases, together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all the foregoing to Lender.

C:\MPDOCS\NBDLCANS\JACKSON\ASMTLEAS\10-27-92 92818904

This document prepared by and return to: Lapin & Associates
300 W. Washington St.
17th Floor
Chicago, Illinois, 60606

Handwritten signature/initials

Handwritten: BORIS

TICOR N24-21423-14

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To protect and further the security of this Assignment, the Assignor agrees as follows:

1. Agreements Regarding Leases. The Assignor agrees, covenants, warrants and represents unto Lender as follows:

(a) Assignor will not enter into any Leases without the prior written consent of Lender, which consent shall not be unreasonably withheld;

(b) The Assignor is the sole owner of the entire interest of the lessor in the Leases; without Lender's prior written consent, Assignor will not transfer, sell, assign, pledge, encumber or grant a security interest in any of the Leases; without Lender's prior written consent, which consent shall not be unreasonably withheld, Assignor will not consent to, suffer or permit the assignment or subletting of any leasehold estate created thereunder; any attempted assignment or subletting without Lender's written consent, whether by Assignor or by a lessee, shall be null and void;

(c) any Leases are and will be valid and enforceable in accordance with their terms, and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;

(d) the Assignor will promptly notify Lender of any default by lessor or lessee under the Leases of which it becomes aware;

(e) if any Lease provides for the abatement of rent during repair of the Premises demised thereunder by reason of fire or other casualty, the Assignor shall furnish rental insurance to Lender in amount and form and written by insurance companies as shall be satisfactory to Lender;

(f) the Assignor shall not hereafter permit any Lease to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage is now, or pursuant to its terms become, subordinate, nor terminate, modify or amend any of the Leases or any of the terms thereof without the prior written consent of Lender, which consent shall not be unreasonably withheld, and any attempted termination, modification or amendment of any of the Leases without such written consent shall be null and void;

(g) no payment of rent has been or will be made by any lessee or by any person in possession of any portion of the Premises for more than one month's installment in advance except in the ordinary course of Assignor's business or has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Assignor, and the

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Assignor agrees not to do or cause to be done nor suffer nor permit any act or omission which would entitle any right of set-off which any lessee or any person in possession of any portion of the Premises may have under any of the Leases, written or oral, or under any other tenancy, whether now existing or hereafter created with respect to the Premises or any portion thereof; Assignor has not made and will not make any other or further assignment of the rents, issues, income or profits of the Premises or of the Leases except subsequent to or in connection with the release of this Assignment with respect to such portion of the Premises so released;

(h) the Assignor shall perform all of its covenants and agreements under the Leases and shall not suffer or permit any release of liability of, or right to withhold payment of rent by, the lessees or any guarantor(s) of lessees' obligations therein;

(i) the Assignor shall not commence or continue proceedings to evict, remove or dispossess any lessee under any Lease or to terminate any Lease except in the ordinary course of Assignor's business without prior written consent of Lender;

(j) the Identified Leases, if any, and all other existing Leases are valid and unmodified and in full force and effect, except as indicated herein, and the lessees thereunder are not in default under any of the terms, covenants or conditions thereof; and

(k) the Assignor shall not waive, cancel, release, modify, excuse, condone, discount, set-off, compromise or in any manner release or discharge any lessee or guarantor(s) of lessees' obligations under any of the Leases from any obligation, covenant, condition or requirement of said Leases, without prior written consent of Lender, which consent shall not be unreasonably withheld.

Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Premises from and after the date of any "Default" under this Assignment, the Note, the Mortgage or under any of the Security Documents, which default shall not have been cured within the time periods, if any, expressly established therefore, shall be held by Assignor as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for

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Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received such amounts in trust for Lender.

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

3. Further Assurances and Assignments. The Assignor further agrees to execute and deliver immediately upon the request of Lender, all such further assurances and assignments concerning the Leases or the Premises as Lender shall from time to time require.

4. Exercise of Remedies. In any case in which under the provisions of the Mortgage Lender has a right to institute foreclosure proceedings, whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, upon demand of Lender, the Assignor agrees to surrender to Lender and Lender shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Lender in its discretion may, with or without force or notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the Assignor or the 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 may be deemed proper or necessary to enforce the payment of security of the rents, income, issues 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, and with full power to cancel or terminate any Lease for any cause or on any ground which would entitle the Assignor to cancel the same, to elect to disaffirm any Lease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious to Lender, in its discretion, to insure and reinsure the same for all risks incidental to Lender's

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possession, operation and management thereof and to receive all such rents, income, issues and profits.

5. Indemnity. Lender shall not at any time (regardless of any exercise by Lender, or right of Lender to exercise, any powers herein conferred) be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Leases or rental agreements relating to the Premises, and the Assignor shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which Lender may or might incur under or by reason of (a) any Leases, (b) the assignment thereof, (c) any action taken by Lender or its agents hereunder, unless constituting wilful misconduct or negligence, or (d) claims and demands which may be asserted against it by reason of any alleged obligations or undertakings on its part to (or to cause the Assignor to) perform or discharge any of the terms, covenants or agreements contained in the Leases.

6. Application of Proceeds. Lender in the exercise of the rights and powers conferred upon it by this Assignment, shall have full power to use and apply the rents, income, issues and profits of the Premises to the payment of or on account of the following, in the following order:

(a) taxes and special assessments and premiums or insurance as hereinabove authorized and not covered by a tax or insurance escrow now due or which may hereafter become due on the Premises;

(b) any indebtedness secured or guaranteed by the Mortgage without regard to acceleration of any amounts due under the Note or the Security Documents, or any deficiency which may result from any foreclosure sale;

(c) operating expenses of the Premises, including costs of management and leasing thereof (including reasonable compensation to Lender and its agents for management of the Premises, and leasing commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), establishing and settling any claims for damages, and the costs of enforcing any of the Leases; it being expressly understood and agreed that Lender in the exercise of such powers may so pay any claims purporting to be for any operating expenses of the Premises, without inquiry into, and without respect to, the validity thereof and whether such claims are in fact for operating expenses of the Premises; or

(d) the costs of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation,

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the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the discretion of Lender, make it readily rentable.

7. Power of Attorney. The Assignor does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead and the Assignor hereby authorizes Lender, with or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, as Lender may determine in its discretion, and to collect all of said rents, income, issues and profits now or hereafter arising from or accruing or due under the Leases with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Lender.

8. Occurrence of Default. Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur a "Default" as such term is defined in the Mortgage, or a default in the performance and observance by any party other than the Lender of its obligations and agreements under the Note, the Mortgage, the Authorization, this Assignment or any of the other Security Documents, in each instance after any applicable grace periods shall have expired. In the event any representation or warranty herein of Assignor shall be found to be untrue, or Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein, then, in such instance, the same shall constitute and be deemed to be a default under the Note and the Mortgage, hereby entitling Lender to declare all sums secured thereby and hereby immediately due and payable, and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law. Nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under the Note, Mortgage, the Credit Agreement or any of the other Security Documents or to affect the impression of a trust upon funds received by a trustee in the manner provided for in Paragraph 1 above.

9. Instruction to Lessees. The Assignor further specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant under any lease of the whole or any part of the Premises at such time as the Assignor is

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in default under the Note to pay all unpaid rental agreed upon in any Lease or other agreement for occupancy of any part of the Premises to Lender upon receipt of demand from Lender so to pay the same, without any inquiry as to whether or not said demand is made in compliance with the immediately preceding paragraph hereof. Lender has not received or been transferred any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time as such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Lender and accepted by Lender by notice to the lessee under said Lease.

10. Election of Remedies. It is understood and agreed that the provisions set forth in this Assignment shall be deemed a special remedy given to Lender, and shall not be deemed exclusive of any of the remedies granted in the Note, the Mortgage, or any or the other Security Documents but shall be deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted Lender, all of which remedies shall be enforceable concurrently or successively. No exercise by Lender of any of its rights hereunder shall cure, waive or affect any default hereunder or "Default" under the Note, the Mortgage or any of the other Security Documents. No inaction or partial exercise of rights by Lender shall be construed as a waiver of any of its such rights and remedies, and no waiver by Lender of any such rights and remedies shall be construed as a waiver by Lender of any of its other rights and remedies.

11. Continual Effectiveness. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by Lender 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, discharge and performance of any and all indebtedness and obligations evidenced by the Note or secured or guaranteed by the Mortgage, or any of the other Security Documents, in whatever form, and until all bills incurred by virtue of the authority herein contained have been fully paid out of rents, income, issues and profits of the Premises, or by the Assignor, or until such time as this instrument may be voluntarily released. This instrument 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 foreclosure decree, unless all indebtedness secured or guaranteed by the Mortgage is fully satisfied before the expiration of any period of redemption.

12. Bankruptcy. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so

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terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and Lender. The Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Lender may elect.

13. Release of Mortgage. To the extent, if any, that any provisions of the Mortgage may provide for the partial release thereof upon conditions therein stated, the Leases of any portion of the Premises which may be released from the lien of the Mortgage pursuant to such provisions, and any rents, issues and profits thereafter accruing with respect thereto, shall ipso facto be immediately released from this Assignment without the necessity of further action or instrument.

14. Notices. Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be in writing, and shall be deemed given if and when personally delivered, or on the second (2nd) business day after being deposited in United States registered or certified mail, postage prepaid, or on the first (1st) business day after being deposited with an overnight courier, postage prepaid, addressed to a party at its address set forth below, or at such other place as such party may have designated to all other parties by notice in writing in accordance herewith:

If to Lender: NBD Park Ridge Bank
1 S. Northwest Highway
Park Ridge, Illinois 60068

with a copy to: Lapin & Associates
300 W. Washington Street
17th Floor
Chicago, Illinois 60606
Attn: Andrew W. Lapin, Esq.

If to Assignor: Chris E. Jackson and Mary A. Jackson
c/o Fryers Four, Inc. DBA Brown's
Chicken
1000 E. Northwest Highway
Arlington Heights, Illinois 60004

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

15. Binding Agreements. This Assignment and all provisions hereof shall be binding upon the Assignor, his successors, assigns,

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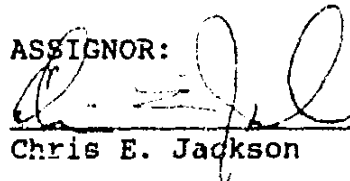
and legal representatives and all other persons or entities claiming under or through him, and the word "Assignor", when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender", when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.


16. Governing Law; Interpretation. This Assignment shall be governed by the laws of the State of Illinois in which State the Note and this Assignment were executed and delivered, the Premises are located, the proceeds of the Loan evidenced by the Note were disbursed by Lender, and the principal and interest due under the Note are to be paid. Wherever possible each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Time is of the essence of this Assignment.

17. Miscellaneous. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally. The paragraph headings used herein are for convenience of reference only and shall not define or limit the provisions of this Assignment. As used in this Assignment, the singular shall include the plural and the plural shall include the singular and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires. If more than one person or entity comprises Assignor, the obligations of all such persons or entities shall be joint and several.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:


Chris E. Jackson


Mary A. Jackson

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SCHEDULE I

IDENTIFIED LEASES

- 1) Lease dated July 1, 1992 by and between Chris and Mary Jackson, Lessor and Fryers Four, Inc., Lessee, pertaining to the property commonly known as 1000 E. Northwest Highway, Arlington Heights, Illinois.

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN EAST VIEW ADDITION TO ARLINGTON HEIGHTS, BEING A SUBDIVISION OF THAT PART LYING NORTH OF THE CHICAGO NORTHWESTERN RAILWAY COMPANY RIGHT OF WAY OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11 (EXCEPT THE WEST 169.39 FEET THEREOF AND EXCEPT ALSO THAT PART TAKEN FOR A HIGHWAY AS CONDEMNED IN CASE 50638 COUNTY COURT AND AS SHOWN ON PLAT RECORDED AS DOCUMENT NO. 8,651,121) ALL IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1000 E. NORTHWEST HIGHWAY, ARLINGTON HEIGHTS, IL 60004

PIN: 03-32-201-039

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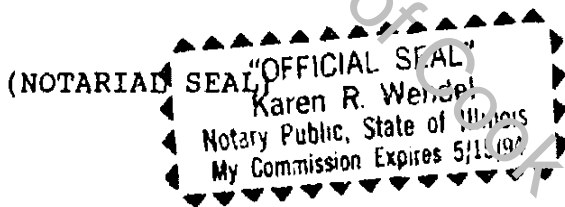
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(INDIVIDUAL)

STATE OF Illinois)
COUNTY OF Cook) SS.

I, Karen R. Wendel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Karen E. Jackson, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.

GIVEN under my hand and notarial seal this 3rd day of November, 1992.



Karen R. Wendel
Notary Public
My commission expires: 5/15/94

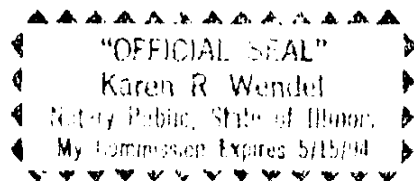
(INDIVIDUAL)

STATE OF Illinois)
COUNTY OF Cook) SS.

I, Karen R. Wendel, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me Mary R. [unclear], personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and deed, for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and by virtue of the homestead exemption laws of this state.

GIVEN under my hand and notarial seal this 3rd day of March, 1992.

(NOTARIAL SEAL)



Karen R. Wendel
Notary Public
My commission expires: 5/15/94

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