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LOAN #______________

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made as of this 3RD day of JANUARY, 1992 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE AND NOT AS AN INDIVIDUAL, U/T/A # 102693-06 DATED JUNE 2ND, 1987, ("Borrower(s)") of the City of CHICAGO, County of COOK and State of Illinois, to COMMUNITY BANK OF LAWNDALE located at 1111 SOUTH HOMAN AVENUE, CHICAGO, IL 60624, (hereinafter called "Mortgagee" or "LENDER ").

WHEREAS, Borrower(s) has given to LENDER it/their promissory note (the "Note") in the principal sum of TWENTY THOUSAND EIGHT HUNDRED AND ***************************NO/100 DOLLARS ($21,800.00).

WHEREAS, Borrower(s) has further delivered its mortgage (the "Mortgage") to secure the Note, which Mortgage conveys the premises (the "Premises") described in Exhibit "A" attached hereto; and

WHEREAS, Borrower(s) (hereinafter sometimes called the ("undersigned") is desirous of further securing the Note.

NOW, THEREFORE, the undersigned for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Mortgagee, and in consideration of the sum of TWENTY-EIGHT THOUSAND AND ********** **NO/100 DOLLARS ($21,800.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign and transfer unto the Mortgagee all leases of the Premises, or any part thereof, together with all the rents, issues 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 any agreement for the use or occupancy of the Premises or any part 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, together with all guaranties of any of the foregoing, it being the intention hereby of any of the foregoing to establish an absolute transfer and assignment of all the said leases and agreements, all the avails thereof, to the Mortgagee, and Borrower(s) do hereby authorize the Mortgagee (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which hereafter exist on the Premises, with the same rights and power 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 Premises pursuant to the provisions hereinafter set forth.

The undersigned represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises 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 undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees not to make any other or further assignment of rents or profits or leases prior to the release of this Agreement.

The undersigned agrees and represents unto Mortgagee, its successors and assigns as follows:

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*This instrument was prepared by: MICHAEL O. BROWN & ASSOCIATES, LTD., 1130 S. WABASH - SUITE #501, CHICAGO, ILLINOIS 60605

(i) attached as Exhibit "B" is a schedule of all leases existing as of the present date with respect to the Premises or part thereof (the "current leases"); all amendments to the current leases are designated on the aforesaid schedule; the undersigned is the sole owner of the entire lessor's interest in the current leases;

(ii) no default exists on the part of the lessor or lessee named in the current leases, or their successors and assigns, under the terms, covenants, provisions or agreements therein contained and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the current leases;

(iii) the current leases are 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;

(iv) if any of the current leases provides for the abatement of rent during repair of the demised premises by reason of fire or other casualty, the undersigned shall furnish rental insurance to Mortgagee in amount and form and written by insurance companies as shall be satisfactory to Mortgagee;

(v) the undersigned shall not hereafter terminate, modify or amend any of the current leases or any of the terms thereof without the prior written consent of Mortgagee and any attempted termination, modification or amendment of said leases, or any one of them, without such written consent shall be null and void;

(vi) the undersigned or the beneficiaries of the undersigned shall perform all of the undersigned's covenants and agreements as lessor under each of the current leases and shall not suffer or permit to occur, any release of liability of the lessee therein, or any right of the lessee therein, or any right of the lessee therein to withhold payment of rent;

(vii) if so requested by the Mortgagee after default under the current leases, the undersigned or the beneficiaries of the undersigned shall enforce any one or several of the current leases and all remedies available to the undersigned against the lessee therein named.

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 to the Mortgagee, no liability shall be asserted or enforced against the mortgagee, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees 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 reasonably require.

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 the Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless one of the following events shall occur, which shall constitute Events of Default

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hereunder: default shall be made in payment of interest or principal due under the Note or default shall occur in performance or observance of any of the agreements or conditions in the Mortgage or default shall be made in the performance or observance of any of the conditions or agreement hereunder or a default in any instrument now or at any time securing the Note or the debt evidenced thereby or by any extension thereof, and, in each instance, all applicable grace periods, if any, shall have expired, and nothing herein contained shall be deemed to effect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instrument herein mentioned.

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 before or after sale thereunder, forthwith, upon demand of the Mortgagee, the undersigned agrees to surrender to the Mortgagee and the mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, the mortgagee in its discretion may, with or without force 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 undersigned or then owner of the Premises relating thereto, and may exclude the undersigned, its agents or servants, wholly therefrom and may as attorney in fact or agent of the mortgagor, 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 avails, rents, issues and profits 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 or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary and proper repairs, decorating, renewals, replacements, alterations, additions, betterment and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

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

(a) To the payment, of the operating expenses of the Premises, including cost of management 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 commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), establish claim for damages, if any, and premiums on insurance hereinabove authorized;

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

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

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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 reasonable judgment of the Mortgagee, make it readily rentable;

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

The undersigned further specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rent agreed upon in any tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same.

It is understood and agreed that the provisions set forth in the Assignment herein shall be deemed 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 and elsewhere granted in any instrument securing the Note, all of which remedies shall be enforceable concurrently or successively.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns (including successors by consolidation) of the undersigned, and any party or parties holding any right, title or interest in the Premises by, through or under the undersigned, and all of the rights, powers, privileges and immunities herein granted and assigns, including all holders, from time to time, of the Note.

It is expressly understood that no judgement or decree 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 the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by the undersigned, 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 the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

This Assignment is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE AND NOT AS AN INDIVIDUAL, U/T/A # 102693-06, DATED JUNE 2ND 1987.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the 3RD DAY OF JANUARY, 1992.

BORROWER(S):

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE AND NOT AS AN INDIVIDUAL, U/T/A # 102693-06, DATED JUNE 2ND, 1987

ATTEST:

ITS: ASSISTANT SECRETARY

BY:

ITS: VICE PRESIDENT

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 it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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EXHIBIT "A"

-- LEGAL DESCRIPTION TO THAT CERTAIN ASSIGNMENT OF LEASES AND RENTS, DATED JANURAY 3RD, 1991, BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, U/T/A #102693-09, DATED JUNE 2ND, 1987 AND COMMUNITY BANK OF LAWNDALE, 1111 S. HOMAN AVENUE, CHICAGO, ILLINOIS, 60624.--

ADDRESS OF PROPERTY: 814 SOUTH KARLOV, CHICAGO, ILLINOIS

LOT 31 IN BLOCK 3 IN MUNSON'S ADDITION TO CHICAGO BEING A SUBDIVISION (EXCEPT THE NORTH EAST 1 ACRE THEREOF) OF 26 ACRES LYING SOUTH AND ADJOINING THE CENTER OF BARRY POINT ROAD OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. # 16-15-411-050-0000 VOL 563

PREPARED BY: & Mail to:

MICHAEL O. BROWN & ASSOCIATES, LTD.
1130 S. WABASH SUITE #501
CHICAGO, ILLINOIS 60605
(312) 427-2383

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STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

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

J. MICHAEL WHELAN

Gregory S. Kasprzyk

are known to me to be the VICE President and Assistant Secretary of American National Bank and Trust Company of Chicago,

and are the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this JAN 03 1992 day of ________, 19__.

OFFICIAL SEAL
ANNE M. [illegible]ERT
Notary Public, State of Illinois
My Commission Expires [illegible]/94

Anne M [illegible]

Notary Public

My commission expires:

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