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ABBIONMENT OF PRADER

THIS ASSIGNMENT MADE THE 15th DAY OF MAY, 1992, by and between, HONG B. KIM and CHUN H. KIM, his wife, hereinafter referred to as "ASSIGNOR" to BEYERLY BANK, hereafter referred to as "ASSIGNEE",

#### WITNESSETH:

THE ASSIGNOR in consideration of the sum of TEN AND NO/100ths (\$10.00) DOLLARS and for other good and valuable consideration, receipt whereof is hereby acknowledged, hereby solls, transfers and assigns to ASSIGNEE the entire Lessor's Interest in and to a certain lesse described as follows:

Tonant	Amount	Expiration	B.
Arlington Heights Camera Shop	\$1,500.00	July 31, 1995	279
Chang Il Yi	1,500.00	Sept. 1, 1992	J. 1
Hong Kim Fitness Center, Inc.	3,000.00	May 14, 1997	V

TODETHER WITH ALL rents income and profits arising from said Lease and renewals thereof and together with all rents, income and profits for the use and occupation of the premises described in said Lease or in the Mortgage hard-hafter referrer to and, at the option of ASSIGNEE, from all Leases upon said premises which may be executed in the future during the term of this assignment.

THIS ASSIGNMENT IS MADE OR THE PURPOSE OF SECURING:

(A) The payment of a certain principal sum and interest thereon evidenced by a certain promiserty note (it being agreed that the word "Note" as hereinafter used shall be construed to mean "Bond" if the context so requires), including any extensions or renewals thereof, in the original principal sum of TWO HUNDRED FLATY THOUSAND AND NO/100THS (\$260,000.00) DOLLARS made by ASSIGNOR to BEVERLY BAHK and dated the 15th day of May, 1992, secured by Mortgage on real property situated in the Village of Arlington Heights, County of took, State of Illinois; such real property legally described as:

### BEE ATTACHED ALDER "A"

(B) Payment of all other sums with interest thereon or coming due and payable to ASSIGNEE under the provisions of this Assignment or of said Hote and Mortgage.

ASSIGNOR warrants that ASSIGNOR is the sole owner of the facine Lessor's interest in said Lease; that said Lease is valid and enforceable and has not been altered, modified or amended in any manner whathever save as herein set forth; that the Lessos named therein is not in default under any of the terms, covanants or conditions thereof; that no rent reserved in said Lease has been assigned or anticipated; and that no rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the terms of said Lease.

ASSIGNOR covenants with ASSIGNEE to observe and perform all the obligations imposed upon the Lessor under said Lease and not to do or permit to be done anything to impair the security therest; not to consent to the assignment or subjecting of the Lesson's interest in any Lease assigned hereunder, without the prior written consent of ASSIGNEE; not to collect any of the rent, income and profits arising to execute any other Assignment of Lesson's interest in said Lease or fasignment of Lector arising or accruing from said Lease or from the premises described in said Mortgage; not to alter, modify a change the terms of said Lease or cancel or terminate the same or accept a surrender thereof without the prior profits arising of the consent of ASSIGNEE; at ASSIGNEE's request to assign and transfer to the ASSIGNEE and all subsequent Leases upon all or any part of the premises described in said Lease or said Mortgage and to execute and deliver at the request of ASSIGNEE all such further assurances and assignments in the premises as ASSIGNEE shall from time to time require.

THIS DOCUMENT HAS BEEN PREPARED BY:

TYPING TO
WILLIAM M. SMITH
9400 S. Cicero Avenue, Suite 304
Oak Lawn, IL 60453
[708] 424-6400

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## THIS ASSIGNMENT IS MADE on the following terms, equants and conditions:

- (1) Bo long as there shall exist no default by ABBIGNON in the payment of principal sum, interest and indebtedness secured hereby and by said Note and Mortgage or in the performance of any obligation, covenant or agreement herein or in said Note and Mortgage or in said Lease contained on the part of the ASSIGNOR shall have the right to collect at the time of, but not prior to, the date provided for the payment thereof, all rents, income and profits arising under said Lease or from the premises described therein and to retain, use and onjoy the same.
- (2) Upon or at any time after default in the payment of the principal sum, interest and indebtudness secured hereby and by said Note and Mortgage or in the performance of any obligation, covenant on the part of ABBIONOR to be performed, ABBIONEE without in any way waiving such default may at its option without notice and without regard to the adequacy of the security for the said principal sum, interest and indebtedness secured hereby and by said Note and Mortgage, either in person or by Agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the premises described in said Leans and/or Mortgage and have, hold, manage, lease and operate the same on such terms and for such period of time as ASSIGNEE may does proper and either with or without taking possession of said premises in its own name, sue for or otherwise collect and receive all rents, income and profits of said promises, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs, or replacements thereto or thereof as may seem proper to ABSIGNEE and to apply such rents, income and profits to the payment of: (a) all expenses of managing the premises, including, without being limited thursto, the salaries, feen and wages of the Managing Agent and such other employees as ASSIGNEE may doom no essary or dosirable and all expenses of operating and maintaining the premises, including without paing limited thereto, all taxes, charges, claims, assessments, water rents, sower rents and any other liens and acomiums for all insurance which ABSIGNEE may deem necessary or desirable, and the cost of all siteration, renevations, repairs or replacements, and all expenses incident to taking and retaining possession of the comises; and (b) the principal sum, interest and indebtedness secured hereby and by said Note and Mortgage together with all costs and atternays' fees in such order of priority as to any of the items mentioned in this Paragraph numbered "2" an ASSIGNER in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by ASSIGNER of the option granted it in this Paragraph numbers "2" and the collection of the ronts, income and profits and the application thereof as herein provided nal' not be considered a waiver of any default by ASSIGNOR under said Note or Mortgage or under said Lease or this Assignment.
- (3) ASSIGNER shall not be liable tod any loss sustained by the ASSIGNOR resulting from ASSIGNER'S failure to let the premises after default or irra any other act or emission of ASBIGNER in managing the promises after default unless such loss is caused by the willful misconduct and bad faith of ABSIGNER. Nor shall Assignes be obligated to perform or discharge par coss Assignes hereby undertake to perform or discharge any obligation, duty or liability under said Lease or under or by reason of this Assignment of this Assignment and Assignor shall, and does hereby agree, to indeputify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which tay or might be incurred under said Lease or under or by teason of this Assignment and from any and all claim and demands whatsoever which may be asserted agrinat ASSIGNEE by research of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Lease. Should ADSIGNEE incur any such liability under said fease or under or by reason of this Assignment or in defense of any such claims or demands the emount thereof, including costs, expenses and reasonable a corrups' fees shall be secured hereby and ASBIGNOR shall reimburse ASSIGNEE therefor immediately upon demand and upon the failure of ASBIGNOR so to do ASSIGNEE may, at its option, declare all sums socured hareby and by a re Note and Mortgage immediately due and payable. And it is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of said premises upon ASSIGNEE, nor for the carrying out of any of the terms and conditions of said Lease; nor shall it operate to make ASSIGNEE responsible or liable for any waste committed on the property by the Tenants or any other Parties or for any dangerous or defective condition of the premises, or for any negligence in the management, spkeep, repair or control of said premises resulting in loss or injury or death to any Tenant, licenses, impleyed or stranger.
- (4) Upon payment in full of the principal sum, interest and indebtedness secured neighy and by said Note and Mortgage this Assignment shall become and be void and of no effect but the affidavit, initificate, letter or statement of any Officer, Agent or Attorney of ASSIGNEE showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon. ASSIGNOR hereby authorizes and directs the Lessae named in said Losse or any other or future Lessae or occupant of the promises described therein or in said Mortgage upon receipt from the ASSIGNEE of written notice to the offect that ASSIGNEE is then the Holder of said Note and Mortgage and that a default exists thereunder or under the Assignment to pay over to the ASSIGNEE all rents, income and profits arising or accruing under said Lease or from the premises described therein or in said Mortgage and to continue so to do until otherwise notified by ASSIGNEE.
- (5) ASSIGNEE may take or release other security for the payment of said principal sum, interest and indebtedness, may release any Party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without projudice to any of its rights under this Assignment.
- (6) The term "Lease" or "said Lease" as used herein means said Lease hereby assigned or, at the option of ASSIGNEE, any extension or renewal thereof and any Lease subsequently executed during the term of this Assignment covering the premises described in said Lease or said Mortgage or any part thereof.

(7) Nothing contained in this Assignment and no act some of emitted by Assigner parament to the powers and rights granted it hereunder shall be deemed to be a waiver by Assigner of its rights and remedies under waid Note and Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assigner the terms of said Note and Mortgage. The right of said Assigner to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assigner either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

(8) In case of any conflict between the terms of this Instrument and the terms of the Mortgage described above, the terms of the Mortgage shall provail.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of ASSIGNER and any subsequent Holder of the said Note and Mortgage and shall be binding upon ASSIGNOR, his heirs, executors, administrators, successors and assigns and any subsequent owner of the mortgaged promises.

IN WITNESS WHEREOP, the undersigned have executed this Assignment of Losses as of the day and year first written above.

HONG 8. KIM

CHUN H. KIM

STATE OF ILLINOIS )

) 51

COUNTY OF C O O K )

I, WICHAM SMINI, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THATHOM S. Command and Cham H. Kim appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary set; for the uses and purposes herein set forch.

OTYEN under my hand and Notarial Seal thim

day of

me

T'S OFFICE

NOTARY PUBLIC

My commission expires:

"OFFICIAL SEAL"
WILLIAM M. SMITH
Notary Public, State of Illinois
My Commission Explicé 6/22/94

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ton 2 in Hisburg's Hubdivision of Dlock 25 (except the East 1/2 of Lots 1 and 2) also the North 1/2 of Block 32 and as much of Robinson Strest as lies between said Dlocks 2b and 32 in Town of Dunton in the West 1/2 of the Southwest 1/4 of Section 29, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT INDEX NO. 03-29-346-002

Commonly known as: 115 W. Campbell St., Arlington Heights, IL

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