ASSIGNMENT OF RENTS AND LEASES

90558004

This Assignment made this 24th day of June, 1993, by and between Gaylon L. Smilden (hereinafter referred to as "Borrower") LASALLE NORTHWEST NATIONAL BANK, a National Association, (hereinafter referred to as "Lender").

WITNESSETH

DEPT-01 RECORDINGS

T(19979 TRAN 9450 07/19/93 15:12:00

#9164 # WHEREAS, Borrower is justly indebted to Lender and with exidence of such debt, has executed and delivered to Lender a Note in the principal amount of Three Hundred Twenty Thousand (\$320,000) Dollars secured by a Mortgage of even date herewith covering real estate in Cook County, Illinois and related fixtures, equipment and personal property (hereinafter referred to as "Premises") described in Exhibit "A" attached hereto and by this reference made a part hereof:

NOW, THEREFORE, in consideration of the loan referred to above, Borrower hereby grants, transfers and assigns unto Lender all the right, title and Interest of Borrower in and to all of the easements, rents, issues, profits, revenues, royalties, rights and benefits (herein collectively referred to as "Rents") of and from the Premises, and to that and, Borrower hereby transfers and assigns unto Lender all leases of all or part of the Premises now existing or hereafter made, executed or delivered, whether oral or written, together with any and all renewals, extensions and modifications thereof and any guarantees of the obligations under any thereof (all of said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as the "Leases") for the purpose of securing the payment of the Nove, the Mortgage or this Assignment, however and whenever incurred whether direct or indirect, absolute or contingent, due or to become due, including any and all extensions, modifications or renewals of the Note, the Mortgage or this Assignment or any debt or limbility arising thereunder (herein collectively referred to as the 'Delts").

This Assignment shall be in full force and effect ontil the Debts shall have been fully paid and satisfied.

Borrower hereby authorizes and empowers Lender to collect any and all Rents as they become due and to take such measures, legal or equitable, as may be necessary to enforce collection, and hereby directs each and all of the Lessees of the Premises, or any part thereof, to pay any such Rents as may now be due or shall hereafter become due to Lender upon demand by Lender. It is understood and agreed, however, that no such demand shall be made unless and until there is an event of default under the Note and Mortgage, after the notice therein required. Lessees shall pay the Rents to Lender upon such demand without further inquiry, and payment to Lender shall be a full defense by any such Lessee to any claim for said Rents by Borrower, regardless of any defense or counterclaim



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Borrower might have against Lender. Until such demand is made, Borrower is authorized to collect the Rents; provided, however, Borrower shall not collect any Rents more than one month in advance without the written consent of Lender, except for customary deposits as security for the performance of the Lessees thereunder (herein the advanced payment of the final month's Rent under a lease if the same be intended as, or in lieu of, a security deposit shall be considered a security deposit).

This Assignment shall inure to the benefit of Lender as holder of the Note, and to Lender's assigns and successors in interest.

IN WITNESS WHEREOF, the parties have executed this Assignment the day and year first above written.

Gaylon L. Smilden

Subscribed and Sworn to before

me this 19th day of July, 199

Notary Public

This Instrument was Prepared by:

Edwin Josephson, Esq. Chuhak & Tecson, P.C. 225 West Washington Street Suite 1300 Chicago, Illinois 60606 (312) 368-4666 or (312) 444-9300

Please Mail All Recorded Documents To:

LASALLE NORTHWEST NATIONAL BANK ATTN: Ms. Lesley Wazelle 4747 West Irving Park Road Chicago, Illinois 60641

"OFFICIAL SEAL"

Pamela Murray

Notary Public, State of Illinois

My Commission Expires 6/7/95

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LEGAL DESL.

.9 and 40 in Block 2 in Wickersham.
.actional Southeast 1/4 of Fractiona.
.a., Range 13, East of the Third Princs.
ity, Illinois.
id premises are more commonly known as: 5947-.
/enue, Chicago, Illinois 60646.

P.I.N.: 13-05-400-011 (affects Lot 39) and
.3-05-400-012 (affects Lot 40), Volume 322

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