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together with all the appurtenances and privileges thereunto belonging or appertaining.

In Mitness Mittered, Said LAKE SHORE NATIONAL BANK, as trustee as aforesaid, has caused these presents to be signed in its name by its Vice-President, and attested by its Assistant Secretary, and its corporate seal to be hereto affixed, this. 7th day of August, 1992

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This instrument prepared by: Lake Shore National Bank Robert M. Skowronski 605 N. Michigan Avenue Chicago, IL 60611 ed attite of Allinoid

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the Vice-President, and Carloy 16.54 [VILE 110.1].

The Assistant Secretary of the above usined UARE SHORE ZA-TIVIZATIONAL BANK, and the above usined UARE SHORE ZA-TIVIZATIONAL BANK, a majoral banking association, personally known to be the same persons whose names are subscribed to the foreign the instrument as such officers and to be such officers, appeared below me instrument as such officers and to be such officers, and to be such officers, and to be such officers and to be such officers with an actional and acknowledged that they are such officers and they sworn, said and acknowledged corporate such officers and they respectively signed, soaled with the corporate seed and delivered said instrument as the tree and voluntary corporate such vice-bresident and Assistant Secretary, respectively. By authority of the Board of Directors of said bank for the und voluntary purposes therein set forth, and that the seal affixed to said instrument is the corporate seal of torth, and that the seal affixed to said instrument.

[Frequently Secretary 11.50]

Trustee TO

Lake Shore National Bank

ALESSON NO THE WASHING TACK SCHOOL STAND

Mail to:

4000

SUNG SU SEE TOTAL AFTON

Proberty of County Clark's Office

HEREBY CERTIFY THE POLICE LACE SKOLDKEREE

immunities, exoneration of liability, and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the said Premises pursuant to the provisions hereinafter set forth.

The Assignor represents and agrees that no rent has been or will be paid under the Agreements 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 Assignor. The Assignor waives any right of set off against any person in possession of any portion of the Premises. Assignor agrees that it will not assign any of the rents, profits, or deposits except to the purchaser or grantee of the Premises.

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

The Assignor further agrees to assign and transfer to the Mortgagee all future leases and Agreements upon all or any part of the Premiste and 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 require.

It is expressly understood and agreed, anything herein contained to the concrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferred upon it hereby until and unless a default and failure to cure after any applicable grace period shall occur in the payment of interest or principal due under the Note secured by the Mortgage or in the performance or observance of any of the conditions or agreements of any instrument now or at any time securing or further evidencing said Note or the debt secured or evidenced thereby or by any extension thereof and nothing herein contained shall be deemed to affect 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 for closure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due or, who ther before or after institution of legal proceedings to foreclose the lien thereof, or before or after sale thereunder, forthwith, upon demand of the Mortgagee, the Assignor 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, and Mortgagee in its discretion may enter upon and take

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assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues, deposits, 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, without notice to the Assignor, and with full power to cancel or terminate any Agreement for any cause or on any ground which would entitle Assignor to cancel the same, to elect to disaffirm any Agreement made subsequent to the Mortgage or subordinated to the lien thereof, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises that may seem judicious, in its discretion, 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, deposits, and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability under any Agreement relating to said Premises, and the Assignor shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss, or damage which it may or might incur under any Agreement or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against

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and maintain possession of any or any part of said Premises, together with all the documents, books, records, papers, and accounts of the Assignor or 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 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, deposits, and profits of the Premisos, 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, without notice to the Assignor, and with full power to cancel or terminate any Agreement for any cause or on any ground which would entitle Assignor to cancel the same, to elect to disaffirm any Agreement made subsequent to the Mortgage or subordinated to the lien thereof, to make all the necessary or proper repairs, decor(ting, renewals, replacements, alterations, additions, betterments, and improvements to the Premises that may seem judicious, in its discrition, insure and reinsure the same for all risks, incidental to Murigagee's possession, operation, and management thereof and to receive all such avails, rents, issues, deposits, and profits.

The Mortgagee shall not be obligated to perform or discharge, does it hereby undertake to perform or discharge, any obligation, duty, or liability under any Agreement relating to said Premises, and the Assignor shall and does heraby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss, or damage which it may or might incur under any Agreement or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or conditions contained in said Agreements. Should the Mortgagee incurrany such liability, loss, damage or expense under said Agreement, or under or by reason of the assignment thereof, or in the defense of any claims or demands, the Assignor agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses, and reasonable attorneys' fees with interest thereon at the default rate specified in the Note from the date of expenditure.

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

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- (a) To the payment of the operating expenses of said Premises, including cost of management, sale, 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 or sale commissions and other compensation and expenses of meeking and procuring tenants or purchasers and entering into leases or sales), 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 said Premises;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments and improvemence of said Premises, including the cost from time to time of installing or replacing refrigeration and gas or electric stoves therein, and of placing said Premises in such condition as will, in the judgment of the Mortgagee, make it readily rentable or saleable; and
- (d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The Assignor does further specifically authorize and instruct each and every present and future lessee or purchaser of the whole or any part of the Premises to ray all unpaid rental or deposits agreed upon in any Agreement to the Mortgagee upon receipt of demand from said Mortgagee to so pay the same.

It is understood and agreed that the provisions set forth in this Assignment of Rents shall be deemed as 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.

Whenever the word "Assignor" is mentioned herein, it is hereby understood that the same includes and shall be binding upon the personal representative, successors and assigns of the Assignor, and any party or parties holding title to the Premises by, through, or under the Assignor. All of the rights, powers, privileges, and immunities herein granted and assigned to the Mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

It is expressly understood that no judgment 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 said Mortgage, in whatever form the said indebtedness may be and until the indebtedness secured by said

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Mortgage shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, and profits of the Premises, or by the Assignor, or until such time as this Assignment of Rents may be voluntarily released. This Assignment of Rents 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 judgment of foreclosure, unless indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date first written above.

Joseph Khakshour

STATE OF ILLINOIS)

COUNTY OF LAKE

subscribed and sworn to before me this 30 day of Jumbu.

NOTARY PURLIC

COMMISSION EXPIRES:

"OFFICIAL SEAL"
NESSIA CHASE
NOTAPY PUBLIC, STATE OF ILLINOIS

MY COMMISSION EXPIRES 6/29/94

THIS INSTRUMENT PREPARED BY AND TO BE RETURNED AFTER RECORDING TO:

Murray L. Manus RICHARDS, RALPH, EIDEN, ECKERT, & O'DONNELL, CHARTERED 175 E. Hawthorn Parkway, Suite 401 Vernon Hills, IL 60061 (708) 367-2750

AJH\91-1257.3 12/29/92

#### EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

LOTS 174, 175, 176, 177, 178, 179, 180, 181, 182 AND 183 IN WILLIAM ZELOSKY'S TERMINAL ADDITION TO WESTCHESTER SUBDIVISION IN THE SOUTH ONE-HALF OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

9902-9920 JK

COMMONLY KNOWN AS:

990 ROOSEVELT ROAD

WESTCHESTER, ILLINOIS 17-054

Of Colling Clarks

Office

P. I. N. :

15-16-417-054

91-1257.3/ajh 12/29/92

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