IAL COP TION REQUEST.

First National Bank of Niles 7100 West Oakton Street Niles, IL 60714

WHEN RECORDED MAIL TO:

First National Bank of Miles 7100 West Oakton Street Niles: IL 60714

SEND TAX NOTICES TO:

First National Bank of Niles 7100 West Oakton Street Niles, IL 60714



CHICAGO, ILLINOIS 60603-1402

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ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MAY 10, 1994, between AUTO PART'S PARTNERS, whose address is 1130 E DUNDEE RCAD, PALATINE, IL 60067 (referred to below as "Grantor"); and First National Bank of Niles, whose address is 7/00 West Oakton Street, Niles, IL 60714 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in COOK County, State of Illinois:

THE SOUTH 300 FEET OF THE WEST 90 FEET OF THAT PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE WEST 30 ACRES THEREOF(EXCEPT THE SOUTH 70 FEET TAKEN FOR DUNDEE ROAD AND EXCEPT THE EAST 66 FEET THEREOF AND EXCEPT THE NORTH 170 FEET OF THE SOUTH 240 FEET OF THE WEST 170 FEET OF THE EAST 236 FEET THEREOF, ALSO/ THE NORTH 2096.75 FEET OF THE WEST 30 ACRES) IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1130 E DUNDEE ROAD, PALATINE, IL 60067. The Real Property tax Identification number is 02-01-302-018-0000.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Compare at Code. All references to dollar amounts shall mean amounts in textful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Assignment and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section littled "Events of

Grantor. The word "Grantor" meuns AUTO PARTS PARTNERS.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Granter or expenses incurred by Lender to unforce of Granter under this Assignment, together with Interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means First National Bank of Niles, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated May 10, 1994, in the original principal amount of \$335,000.00 from Granter to Londer, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable in area rate based upon an index. The index currently is 8.750% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 2.000 percentage point(s) ever the index, resulting in an initial rate of 8.750% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law. this Assignment be more than the maximum rate allowed by applicable law.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Arstenment" section.

Real Property. The words "Roal Property" mean the property, Interests and rights described above in the "Property Connition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory not re-credit agreements, learn agreements, security agreements, mortgages, deeds of trust, and all other instruments, agreements and recuments, whether new or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rente" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Granter shall pay to Londer all amounts secured by this Assignment as they become due, and shall strictly perform all of Granter's obligations under this Assignment. Unless and until Londer exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Granter may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lander that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing

Right to Assign. Grantor has the full right, power, and authority to onter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument new in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Sents except as provided in this Agrooment.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right of any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lander's agent.

Enter the Property. Londer may enter upon and take possession of the Property; demand, collect and receive from the tenunts or from any other persons liable therefor, all of the Ronts; institute and carry on all lagal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to receve possession of the Property; collect the Ronts and remove any tenant or tunants or other persons 05-10-1994 Loan No 60121860001

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from the Property.

Maintain the Property. Londor may enter upon the Property to maintain the Property and keep the same in repair, to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on the and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, orders, orders, and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lander may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may assem appropriate, either in Lender's name or in Grantor's name, to ront and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Ronts. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Ronts received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on derland, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. ... Granter pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Granter under this Assignment, the Note, and use Related Documents, Lender shall execute and deliver to Granter a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Granter, if permitted by applicable law.

EXPENDITURES BY LENDEF. If 3ranter falls to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially inflect Lander's Interests in the Property, Lander on Grantor's behalf may, but shall not be required to, take any action that Lander deems appropriate. Any amount that Lander expends in so doing will bear Interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Cran'et. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and tie rayable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining form of the fibrio, or (c) be treated as a balloon payment which will be due and payable at the Note's materity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be antified on acrount of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Ler Jer, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Londer sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and ther after continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Default in Favor of Third Parties. Should Borrower or any Gramo, onfault under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other and dror or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furniting of to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is false or misleading in any material respect, with an now or at the time made or furnished.

Other Defaults. Failure of Grantor to comply with any term, obligation, covertent, or condition contained in any other agreement between Grantor and Lender.

Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment if the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or ugul ist Grantor.

Foreclosure, Forfalture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Pioperty. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or responsibleness of the claim which, is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserved for a surety bond for the claim satisfactory to Lender.

Eventa Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of an rot the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor a fateth to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lander reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Langer may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by faw:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In turtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor Irrevocably designates Lender as Grantor's atterney-in-fact to enderse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure of sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgages in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

Other Remedies. Lander shall have all other rights and remedies provided in this Assignment or the Note or by law.

Walver; Election of Remedies. A walver by any party of a breach of a provision of this Assignment shall not constitute a walver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Stantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Feas; Expenses. If Londer Institutes any suit or action to enforce any of the terms of this Assignment, Londer shall be entitled to recover attorneys' tees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Londer's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports).

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surveyors' reports, and appraisal loss, and title insurance, to the extent permitted by applicable law. Granter size will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lander. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lander.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the venelit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption have of the State of Illinois as to all Indebtedness record by this Assignment.

Walvers and Consents. Lender such not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signout by Lender. No delay or ordission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assign nor t, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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