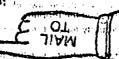
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First National Bank of Niles 7100 West Oakton Street Niles, IL 60714



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A. RECORDER JESSE WHITE ROLLING MEADOWS

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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SETHIS ASSIGNMENT OF RENTS IS DATED SEPTEMBER 1, 1994, between FIRST NATIONAL BANK OF NILES, whose address is 710) W. OAKTON, NILES, IL 80714 (referred to below as "Grantor"); and First National Bank of Niles, whose address is 7100 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 REST HALF OF A SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 10, 1994 AS DOCUMENT NUMBER 94026925, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is community known as 48 N. BRIDGEVIEW STREET, PALATINE, IL 60067. The Real Property lex identification number is 02-18-304-001, 002, 003, 004, 012, 013.

DEFINITIONS. The following words shall have the following movings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Unitor it Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Pents between Granter and Londer, and includes without limitation all assignments and security interest provisions relating to the Rents of the Assignment of the Rents of the Ren

Event of Default. The words "Event of Default" mean and include without "minition any of the Events of Default set forth below in the section tilled "Events of Default." by deal of the Events of Default." to team

Grantor. The word "Grantor" means FIRST NATIONAL BANK OF NILES, Trustee under that certain Trust Agreement dated July 12, 1993 and known as FIRST NATIONAL BANK OF NILES TRUST NO. 921,

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 enterca obligations of Granter under this Assignment, together with interest on such amounts as provided in this Assignment.

ender. The word "Lender" means First National Bank of Nileo, its successors and easign A 💨 🕽

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Note. The word "Note" means the promissory note or credit agreement dated September 2, 1984, in the original principal amount of \$196,000.00 from Granter to Lender, together with all renewals of, extensions of, moulf of the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The interest rate on the Note is a variable interest rate based upon an index. The interest rate to be applied to the unpaid principal belance of this Assignment shall be at a rate of 2.000. percentage point(s) over the index, resulting in an initial rate of 9.780% per annum. NOTICE: Unuer no circumstances shall the interest rate on 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 "Assignment" section.

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

agreements, environmental agreements, guaranties, security agreements, morgages, deeds of trust, and all other netruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether the 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, Grantor shall pay to Lendor all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and timil Lender exercises the right to collect the Rente as provided below and so long as there is no default under this Assignment, Grantor may reinfall 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 Lander'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, Granter represents and warrants to Lender that: Strange Dr.

Ownership. Grantor is ontitled to receive the Rents free and clear of all rights, loans, lions, encumbrances, and claims except as disclosed to and adoepted by Lander in writing.

and some states and convey the Rents to Lender.

with 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 Rents except as provided in this Agreement.

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

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

Enter the Property. Lander may enter upon and take possession of the Property; domand, collect and receive from the tenants or from any other persons liable therefor, all of the Rants; institute and carry on all legal proceedings recessary for the prolection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other porsons from the Property. 11. 14. 3

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Maintain the Property. Lender gray enter upon the Property to maintain the Property and keep the same in repair; to pay the coats the pot and of all samples pit all drap (free including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and controls, and the premiums on fire and other insurance effected by Lander on the

Constants with Law Lender may do any and all things to execute and comply with the laws of the State of Infinite and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Londer may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may doom appropriate. @ 12-1-

Employ Agents. Lander may engage such agent or agents as Lender may deem appropriate, either in Lander's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents. 1941 Butter 2010

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act acclusively 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 coats and expenses incurred by Lender in connection with the Property shall be for Granter's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by It; however, any such Rents 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 demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANC & If Grantor page all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Nc.e., and the Related Documents, Landor shall execute and deliver to Grantor a suitable satisfaption of this Assignment and suitable statements of termination of the Property. Any termination fee required by law shall be price by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarity or otherwise, or by guarantor or by any third rarry, on the Indebtedness and thereafter Londer is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar pursual under any federal or state bankruptcy few or taw for the relief of debtors, (b) by reason of any judgment, decree or order of any count or administrative hody having jurisdiction over Lander or any of Lander's property, or (c) by reason of any settlement or comprise of any claim made by Lander with any claimant (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and any Assignment shall continue to be effective or shall be relateded, as the case may be, notwither any entered to secure any other property will continue to secure. cancellation of this Assignment of or ar, rote or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repeld or received to the as no extent as if that amount never had been originally received by Lander, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

EXPENDITURES BY LENGER. If Grantor fall to emply with any provision of this Assignment, or if any action or proceeding is commerced that would EXPENDITURES BY LENDER. If Grantor fall to 27"-bit with any provision of this Assignment, or it any action or proceeding is dominanced that would materially affect Lender's interests in the Propury, Cender on Grantor's behalf may, but shall not be required to, take, any action that Lender deems appropriate. Any amount that Lender expends in so wing will bear interest at the rate charged under the Note from the date for incurred or paid by Lender to the date of repayment by Grantor. 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 be payable with any installment to become due during either (f) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) by the sted as a balloon payment which will be due and payable at the Note's maturity. 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 entitled on account of the delay. Any such action by Lender shall not be construed as curing the delayif so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, 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, povenant or condition contained in this Assignment, the Note or in any of the Related Documents. It such a failure is curable and if Granto: it is 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 (1 nd no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cured the failure within all ser (15) days; or (b) if the cure requires more than filleen (15) days, immediately initiates steps sufficient to cure the failure and thereafter 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 Grantor default units any inan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in layor of any other creditor 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

False Statements. Any warranty, representation or statement made or turnished 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, either now or at the documents or turnished.

Other Defaults. Fallure of Grantor to comply with any term, obligation, covenant, or condition coult floor in any other agreement between Grantor 5 and Lender.

Insolvency. The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a aceiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankingtcy of insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or torteiture proceedings, whether by judicial proceeding, self-help, repossession of? any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, it is subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lander written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to

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

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insecurity. Lender reasonably deems itself insecure.

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

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and psyable, including any prepayment penalty which Grantor would be required to pay CHARLEST AND CONCESSION OF THE PROPERTY OF THE

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Bents, including amounts past due and unpaid, and apply the net proceeds, over and above Lander's costs, against the indebtedness. In furtherance of this right, Lender may require any tenent 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 attorney-in-fact to endorse 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 or 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 mongages 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 Lander shall not disqualify a person from perving 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 compilance with that provision or any other provision. Election by Lander to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expanditures or take action to perform an obligation of Grantor 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. · c·

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Atterneys' Fees; Expenses. If Lender institutes any sult or action to unforce any of the terms of this Assignment, Londer shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender'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 indebtedriess 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, Londer's atterneys' sees 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), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Granter also 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 smendment 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 afforation 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.

Muttiple Parties; Corporate Authority. 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 accurity agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a coult 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 shrules 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 at circumstance 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 foure to the because of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to firshor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of ferbearance or extension without release.

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

Walver of Homestead Exemption. Cantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of illinois as to all indebtedness secured by thir. A signment.

Walver of Right of Redemption. NOTWITTE ANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ANSIgnment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF ÉACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ANSIgnment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No down or emission 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 pine such right or any other right. A waiver by any party of a pine such of the Assignment shall not constitute a waiver of or projudice 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 Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIASILITY. This Assignment is executed by Grantor, not persing to but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor the aby warrants that it possesses tull power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or In the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or eny other indebtedness under this Assignment, or to perform any coverant either express or implied contained in this Assignment, all such liability, if any long expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the payment of the Note and indebtedness, by the enforcement of the liter created by this Assignment in the manner provided in the Note of the value or by action to enforce the personal liability of any quaranter. any quarantor.

First National Bank of Niles acknowledges it has read all the provisions of this assignment and not personally, but as trustee as provided above, has caused this assignment to be signed by its duly authorized officers and its corporate seal to be hereunto affixed.

GRANTOR: FIRST NATIONAL BANK OF NILES BY: TRUST OFFICER	BY: ASSISTANT TRUST OFFICER ULL SUN
CORPORATE ACKNOWLEDGMENT	
COUNTY OF COOK	"OFFICIAL SEAL" GLORIA D. JONES NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 12/26/97
On this day of SCATTON, before me, the undersigned Notary Public, personally appeared TRUST OFFICER and ASSISTANT TRUST OFFICER of FIRST NATIONAL BANK OF NILES, and known to me to be authorized agents of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation. By Residing at	
Notary Public in and for the State of 811,0015	My commission expires 12.26.90

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