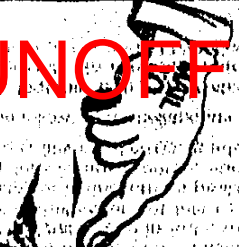


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WHEN RECORDED MAIL TO:

Parkway Bank & Trust Company
4800 North Harlem Avenue
Harwood Heights, IL 60666

SEND TAX NOTICES TO:

Audrey T. Gallagher
360 E. Randolph #2202
Chicago, IL 60601

94812240

94812240

DEPT-01 RECORDING

\$27.50

T65555 TRAM 5266 09/16/94 18:33:00

67934 JJJ * - 94 - 812240

COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED SEPTEMBER 15, 1994, between Audrey T. Gallagher, a married woman, whose address is 360 E. Randolph #2202, Chicago, IL 60601 (referred to below as "Grantor"); and Parkway Bank & Trust Company, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60666 (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:

SEE LEGAL ATTACHED

The Real Property or its address is commonly known as 11156 Indian Woods Dr., Indian Head Park, IL 60525. The Real Property tax identification number is 15-20-101-014-0000; 15-20-101-100-0000 (each affects the subject land and other property).

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 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 Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to it.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means Audrey T. Gallagher.

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 Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Parkway Bank & Trust Company, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated September 15, 1994, in the original principal amount of \$184,125.00 from Grantor to Lender, 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 8.50%.

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.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds 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 the Assignment, Grantor shall pay to Lender all amounts secured by the Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under the Assignment, Grantor 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 Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, liens, claims, 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 enter 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 now 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. Lender shall have the right at any time, and even though no default shall have occurred under the 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 notice to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection 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 persons from the Property.

Maintain the Property. Lender 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 fire 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, ordinances 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 Lender may deem appropriate.

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Employ Agent. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent 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 have all of the power of Grantor for the purposes stated above.

The Requirement to Act. Lender shall not be required to do any of the foregoing acts or things that Lender shall have performed one or more of the foregoing acts or things that 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 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 the Assignment and not reimbursed from the Rents shall become a part of the indebtedness. All expenditures, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable release of the Assignment and shall be relieved of any obligation of any financing statement on the evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor. If permitted by applicable law, Lender, however, payment is made by Grantor, whether voluntarily or otherwise, or in bankruptcy or to any other party, on the indebtedness and the Related Documents, the amount of that payment shall be applied to the Rents in order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the indebtedness shall be considered unpaid for the purpose of enforcement of the Assignment and the Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any satisfaction or recovery of the Assignment or of any note or other instrument or agreement evidencing the indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to the Assignment.

EXPENDITURES OF GRANTOR. If Grantor fails to comply with any provision of the Assignment, or if any action or proceeding is commenced that would materially affect Lender's interest in the Property, Lender 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 doing shall be treated as if the rate charged under the Note from the date 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 to the Rents, and (c) be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (d) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment shall also be secured by a portion of the Rents. The right 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 default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it might otherwise 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, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure, event or condition has not been given a notice of a breach of the same provision of the Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender 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 thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.
 False Statements. Any warranty, representation or agreement made or furnished 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 time made or furnished.
 Other Defaults. Failure of Grantor to comply with any term, condition, covenant, or condition contained in any other agreement between Grantor and Lender.
 Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver 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 bankruptcy or insolvency laws by or against Grantor.
 Foreclosure, Forfeiture, 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, or that any of the Property, however, the assignment 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 forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and a surety bond for the claim satisfactory to Lender.

Events Affecting Grantor. Any of the preceding events occurs with respect to Grantor, at its option, may, but shall not be required to, permit the Guarantor to assume unconditionally the debt or become responsible. Lender, at its option, may, but shall not be required to, in a manner satisfactory to Lender, and, in doing so, waive the Event of Default. Insecurity. Lender reasonably deems that insolvency, acceleration, including any prepayment which Grantor would be required to pay.
 Accelerated 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 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 witness whereof, the 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 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 respect to the demand and shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand exist. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.
 Mortgagee in Possession. Lender shall have the right to be placed as mortgagee 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 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 mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to be appointed as 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 disqualify a person from serving as a receiver.
 Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.
 Waiver. Election of Remedies. A waiver by any party of a provision of the Assignment shall not constitute a waiver or protection of 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 Grantor under the Assignment shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.
 Attorneys' Fees. Expenses. If Lender institutes any suit or action to enforce any of the terms of the Assignment, Lender shall be entitled to recover such sum as the court may adjudicate 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 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 attorney's fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or waive any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of establishing records, obtaining the records (including foreclosure reports), surveyors' reports, and reporter's fees, and the insurance, to the extent permitted by applicable law. Grantor 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 the Assignment:
 Amendments. This Assignment, together with any Related Documents, constitutes the entire agreement of the parties as to the matters set forth in the Assignment and no oral modification, amendment or extension of the Assignment shall be binding on the parties unless given in writing and signed by the party or parties sought to be changed or modified by the amendment or extension.

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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.

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 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 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 possible, 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 benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Lender, 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 laws of the State of Illinois as to all indebtedness secured by this Assignment.

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 delay or omission 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 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 ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Audrey T. Gallagher
Audrey T. Gallagher

INDIVIDUAL ACKNOWLEDGMENT

STATE OF

Illinois

COUNTY OF

Cook



On this day before me, the undersigned Notary Public, personally appeared Audrey T. Gallagher, to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

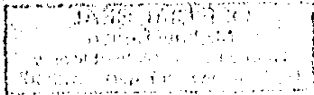
Given under my hand and official seal this 15th day of September, 19 1994.

By Michael Bench Residing at COOK COUNTY

Notary Public in and for the State of Illinois My commission expires MARCH 22, 1997

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UNIT 33D IN INDIAN WOODS TOWNSHIPS CONDOMINIUM AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1069.02 FEET NORTH OF THE EAST AND WEST QUARTER SECTION LINE OF SAID SECTION; THENCE EASTERLY, A DISTANCE OF 993.90 FEET TO A POINT, WHICH IS 1068.36 FEET NORTH FROM THE EAST AND WEST QUARTER LINE OF SAID SECTION; THENCE NORTH 263.07 FEET, TO A POINT 993.40 FEET EAST OF THE WEST LINE OF SAID SECTION 29; THENCE WEST, 993.40 FEET, TO A POINT IN THE WEST LINE OF SAID SECTION, A DISTANCE OF 263.07 FEET NORTH OF THE PLACE OF BEGINNING; THENCE SOUTH 263.07 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PART DESCRIBED AS BEGINNING AT A POINT IN THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 1069.02 FEET NORTH OF THE EAST AND WEST QUARTER SECTION LINE OF SAID SECTION; THENCE EASTERLY, A DISTANCE OF 993.90 FEET TO A POINT WHICH IS 1068.36 FEET NORTH FROM THE EAST AND WEST QUARTER LINE OF SAID SECTION; THENCE NORTH 263.07 FEET TO A POINT 993.40 FEET EAST OF THE WEST LINE OF SAID SECTION 29; THENCE WEST, ALONG A LINE THAT IS 263.07 FEET NORTH, AS MEASURED ON THE WEST LINE OF SAID QUARTER SECTION, FROM THE POINT OF COMMENCING, 836.65 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF THE SAID QUARTER SECTION A DISTANCE OF 139.87 FEET; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, 106.34 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 139.87 FEET; THENCE WEST, ALONG SAID LINE 263.07 FEET NORTH, 50.00 FEET, TO THE WEST LINE OF SAID SECTION 29; THENCE SOUTH, ALONG SAID WEST LINE 263.07 FEET, MORE OR LESS TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO DECLARATION OF CONDOMINIUM, MADE BY INDIAN WOOD DEVELOPMENT CORPORATION AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 92122984 AND AS AMENDED BY DOCUMENT NUMBERS 92204643, 92489874, 92603034, 93202311, 93765871, 94055577, 94453380 AND 94514736 AND FURTHER AMENDED BY DOCUMENT NUMBER 94612770, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), ALL IN COOK COUNTY, ILLINOIS.

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01/15/10

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