BANK OF HOMEWOOD A Great Lakes Bank

2004 Hadje Roed, Hornswood, R. 80430 (708) 798-8080 18800 Didle Highway, Hornswood, R. 80430 (ENDER*

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SIGNMENT OF RENTS

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1. ABBIGNMENT. In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), Grantor absolutely assigns to Lander all of Grantor's location in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property described in Schedule A which is attached to this Agreement and incorporated herein by this reference and any improvements located thereon (the "Premissa") including, but not limited to, the leases described on Schedule B attached hereto and incorporated herein by reference. This Assignment is to be broadly construed and shall encompass of rights, benefits and advantages to be derived by the Grantor from the Leases including; but not limited to all rents, issues, income and profits arising from the Leases and renewals thereof, and all scourity deposits paid under the Leases. This Assignment is an absolute assignment rather than an assignment or remailty purposes only.

2. MODIFICATION OF LEASES. Granto grants to Le. dar the power and authority to modify the terms of any of the Leases upon such terms as Lender may difference. 30.0

3. COVENANTS OF GRANTOR. Grantor covenants and an easthat Grantor will:

a. Observe and perform all the obligations imposed upon this lendlord under the Leases.

b. Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the writing

consent of Lander.

Perform all necessary steps to maintain the security of the Lenses for the benefit of Lander Including, if requested, the periodic submission of Lander of reports and accounting information relating to the releipt of rental payments.

Refrain from modifying or terminating any of the Leases without the written consent of Lender.

Execute and deliver, at the request of Lender, any assurances and (self) imments with respect to the Leases as Lender may periodically require.

4. REPRESENTATIONS OF GRANTOR. Grantor represents and warrants to Leridor that:

The tonants under the Leases are current in all rent payments and are not in difficult under the terms of any of the Leases.

The tenants under the Leases are durrent in all rent payments and are not in o little time terms or any of the Leases. Each of the Leases is valid and enforceable according to its terms, and inclusive are no claims or defense presently existing which could be asserted by any tenant under the Leases against Grantor or any assignee of Craritor. No rents or security deposits under any of the Leases have previously been are under the deposits under any of the Leases have previously been are under the deposits under any other than Lender. Grantor has not accepted, and will not accept, runt in excess of one month in advancy under any of the Leases. Grantor has the power and authority to execute this Assignment.

Grantor has not performed any act or executed any instrument which might prevent Leaser from collecting rents and taking any other action under this Assignment.

under this Assignment.

5. GRANTOR MAY RECEIVE RENTS. As long as there is no default under the Note described abor e, if e Mortgage securing the Note, this Agreement or any other present or future obligation of Borrower or Grantor to Lender ("Obligations"), Grantor may all rents and profits from the Leases when due and may use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all rents and profits into an account maintained by Grantor or Lender's institution.

6. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the real property and the improvements and have, hold, manage, lease and operate the Premises on the payment. Lender may proceed to collect and receive all rents, income and profits from the Premises, and it ander shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all rents, income and profits to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession the real property and the management and operation of the real property. Lender may keep the Premises property incured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from this rents, issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage. These amounts, together with attornays' fees, legal expenses, and other costs, shall become part of the Indebtedness secured by the Mortgage and for which this Assignment is given.

7. POWER OF ATTORNEY. Granter irrevocably authorizes Lender as Granter's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the real property and improvements under this Assignment, to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make tapping as Lender deems appropriate and perform such other sots in connection with the management and operation of the real property and improvements as Lender may deem proper. The receipt by Lender of any rents, income or profits under this Assignment after institution of foreclosure proceedings under the Mortgage shall not ours any default or affect such proceedings or sale which may be held as a result of such proceedings.

s. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Grantor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should lender amount any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defence of any such claims or demands, the amount of such loss, including costs, legal expenses, and reasonable attorneys' fees shall be secured by the Motigage and for which this Assignment was given. Grantor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Grantor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. NOTICE TO TENANTS: A written demand by Lender to the tenants under the Leases for the payment of rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Grantor. Grantor hereby releases the tenants from any liability for any rents paid to Lender or any action taken by the tenants at the direction of Lender siter such written notice has been given.

10. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Mortgage and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage. This Assignment is in addition to the Mortgage shall not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assignment may be exercised in Property 2 - 25 Control of the Property of the 25 Control of the 2 conjunction with the Mortgage.

11. MODIFICATION AND WAIVER The indifficient of any artificities obligations of Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations of delay or fall to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations or delay or fall to exercise any of its rights without causing a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, falls to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collected. Grantor waives any right to a jury trial which Grantor may have under applicable law.

12. RENEWAL OR EXTENSION OF MORTGAGE. In the event the maturity date of the Note and Mortgage is extended because of a modification, renewal or extension of the secured indebtedness, this assignment shall be automatically extended to the new maturity or extension date and shall be enforceable against Grantor and Borrower on a continuous basis throughout all renewal and extension periods until such time as the underlying Indebtedness has been retired and paid in full.

13. NOTICES. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in writing from time to time.

14. SEVERABILITY, if any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

18. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys' fees, legal expenses and collection costs.

A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.

A violation by Contor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the fulls Ind Mortgage.

This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legalees, and devisees.

d. This Agreement shall he governed by the laws of the state indicated in the address of the real property. Grantor consents to the jurisdiction and venue of any court loor red in the state indicated in the address of the real property in the event of any legal proceeding under this Agreement.

This Agreement is executed for business. purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and lines are understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

17. ADDITIONAL TERMS.

1. COLLATERAL SECURING OTHER LOAMS WITH LENDER MAY ALSO SECURE THIS LOAM. 2. RENEWAL OF THIS LOAM WILL BY SUBJECT TO A RENEWAL PEE.

A WA DIDING.

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. Dated: AUGUST 22, 1994 GRANTORY HONEWOOD RESTAURANT LTD PARTNERSHIP BY HAND RESTAURANT CORP. GEN PARTNE GRANTOR: шa PRESIDENT GRANTON: GRANTOR: GRANTOR: GRANTOR: GRANTOR: GRANTOR:

Mercedes Koz la in the foregoing instrument was acknowledged before me this public in and for said County in the State addressed, po HEREBY CERTIFY that personally known to me to be the same person that day in person and acknowledged that graphic, sealed and delivered the said instrument, appeared before me this day in person and acknowledged that graphic, sealed and delivered the said instrument as on behalf of the Oben under my hand and official seat, this OFFICIAL SEAL MERCEDES NOZLA VOI TAN TUBUL, STATE Y SUNDING WAS COMMISSION OF THE WEST 1/2 OF THE TEIRD PRINCIPAL MERIDIAN, IN COOR COUNTY, The street address of the Property is: 18225 DIXIE EXCENSIVA BOMEROOD, IL 60430 Permanent index No.(6): 29-31-409-010, 037, 6-020 The legit description of the Property is: LOCAL 2, 3 AND 4 IN TIME MESURDIVISION OF LOCAL IN TIME COUNTY CLERK'S LOCAL 2, 3 AND 4 IN TIME MESURDIVISION OF LOCAL IN TIME COUNTY CLERK'S LOCAL 2, 3 AND 4 IN TIME MESURDIVISION OF LOCAL IN TIME COUNTY CLERK'S LOCAL 2, 3 AND 4 IN TIME MESURDIVISION OF LOCAL IN TIME COUNTY CLERK'S LOCAL 2, 3 AND 4 IN TIME MESURDIVISION OF LOCAL IN TIME COUNTY CLERK'S LOCAL 2, 3 AND 4 IN TIME MESURDIVISION OF LOCAL IN TIME COUNTY CLERK'S LOCAL 2, 3 AND 4 IN TIME MESURDIVISION OF LOCAL IN TIME COUNTY CLERK'S LOCAL 2, 3 AND 4 IN TIME MESURDIVISION OF LOCAL IN TIME COUNTY CLERK'S LOCAL 2, 3 AND 4 IN TIME MESURDIVISION OF LOCAL IN TIME COUNTY RECORDER ORDER OF THE TEIN ADMINISTRATION OF LOCAL IN TIME COUNTY RECORDER SCHEDULES MAIL TO: EVELYN TOPOLISM CREDIT ADMINISTRATION OF LER ORDER OF THE TEIN ADMINISTRATION OF LER P. O. BOX 1483 HOMEWOOD, IL 50430-0483 HOMEWOOD, IL 50430-0483 HOMEWOOD, IL 50430-0483 HOMEWOOD, IL 50430-0483	County of Cook	County of)
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MAIL TO: EVELYN TOPOLSK! CREDIT ADMINISTRATION-GLFR P. O. Box 1489	NORTH, RANGE 14, EAST OF THE THIRD PRING	DEPT-01 RECORDING THOUSE THOUSE THE BBB TRAN 2890 97/28/94 19/50 HD DESCRIPT RECORDER
MAIL TO: EVELYN TOPOLSK! CREDIT ADMINISTRATION-GLFR P. O. Box 1489	NORTH, RANGE 14, EAST OF THE THIRD PRING	DEPT-61 RECORDING TH8888 TRAN 2890 99/28/94 19/50 #9909*# JB # 74-8427 COOK COUNTY RECORDER
EVELYN TOPOLSKI CREDIT ADMINISTRATION-GLFR P. O. Box 1483	NORTH, RANGE 14, EAST OF THE THIRD PRING	DEPT-01 MECDMDING TH0888 TRAN 2890 97/28/94 19:50 M9909 H JB + 94-1942 COUNTY RECORDER
CREDIT ADMINISTRATION - GLFR P. 0. Box 1483	NORTH, RANGE 14, EAST OF THE THIRD PRING	DEPT-01 MECDMDING TH0888 TRAN 2890 97/28/94 19:50 M9909 H JB + 94-1942 COUNTY RECORDER
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	MAIL TO: EVELYN: TOPOLSKI	DEPT-01 MECDMDING TH0888 TRAN 2890 97/28/94 19:50 M9909 H JB + 94-1942 COUNTY RECORDER

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