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COOK COUNTY, ILLINOIS
FILED FOR RECORD

(Loan No. LBS1)

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COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE AND
ASSIGNMENT OF RENTS AND LEASES

2591

This Collateral Assignment of Mortgage and Assignment of Rents and Leases ("Assignment"), is executed by U.S. Loan Limited Partnership, an Illinois limited partnership, whose principal business address is 325 W. Huron, Suite 612, Chicago, IL 60610, as the Assignor ("Assignor"), in favor of TRANSAMERICA LENDER FINANCE, a division of TRANSAMERICA BUSINESS CREDIT CORPORATION, a Delaware corporation, as Assignee ("Assignee") with its principal place of business located at 225 N. Michigan Ave., Chicago, IL 60601, and dated this 23rd day of February, 1994.

R E C I T A L S :

a. Assignor and Assignee have entered into that certain Loan and Security Agreement (including any and all renewals, extensions and modifications thereof, the "Loan Agreement") dated February 14, 1994, pursuant to the terms of which Assignee has agreed to make a loan (including any and all renewals, extensions and modifications thereof, the "Loan"), to Assignor, bearing interest on the terms provided in the Loan Agreement, said Loan having a stated maturity date that is three (3) years from the effective date of the Loan Agreement (i.e. February 14, 1997).

b. Assignor is the owner and holder of the instruments and documents described in Exhibit A, attached hereto and made a part hereof, and wishes to assign such instruments and documents to Assignee.

c. Assignee and Assignor wish to set forth the terms and conditions under which this Assignment will be made.

A G R E E M E N T S :

NOW, THEREFORE, in consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed hereby, Assignor agrees in favor of Assignee as follows:

Assignor has TRANSFERRED, SOLD, BARGAINED, ASSIGNED AND CONVEYED to Assignee, and by these presents does TRANSFER, SELL, BARGAIN, ASSIGN AND CONVEY unto Assignee, the promissory note described in Exhibit A, together with all mortgages and other documents (the "Mortgages") executed in connection with or as security for the Note, including that certain Mortgage described on Exhibit A.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns, all right title and interest of Assignor in to and under the Note and Mortgage, and any amendments thereto, and all liens, security interests and rights of Assignor in, to and under the Mortgage or to which Assignor might be entitled by being the owner and holder of the Note and the Mortgage, all pursuant to the terms of the Loan Agreement.

This Assignment includes and establishes a present, absolute and primary transfer and assignment of the Note and Mortgage, but so long as no Event of Default shall exist under the Loan Agreement, the Assignor shall have the right and license to collect, use and enjoy all interest and other sums due or to become due under and by virtue of any Note or Mortgage as the respectively become due; and Assignee agrees that it shall not exercise any of its rights or powers conferred upon it by this Assignment until an Event of Default shall exist under the Loan Agreement.

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THIS ASSIGNMENT IS EXECUTED as of the day and year first above written.

ASSIGNOR:

U.S. LOAN LIMITED PARTNERSHIP,
an Illinois limited partnership.
By: U.S. Loan Express, Inc.
General Partner

By: Leon Heller
Leon Heller
President

STATE OF ILLINOIS)

COUNTY OF COOK)

This instrument was acknowledged before me on the 23rd day of February, 1994, by Leon Heller, President of U.S. Loan Express, Inc., an Illinois corporation on behalf of said corporation as the general partner of U.S. Loan Limited Partnership, an Illinois limited partnership, on behalf of said limited partnership, and as the free and voluntary act of said corporation.

Nadine M. Karouzos
Notary Public

"OFFICIAL SEAL"
NADINE M. KAROUZOS
Notary Public, State of Illinois
My Commission Expires 10-18-05

This document prepared by:

Leon Heller
U.S. Loan Limited Partnership
325 W. Huron, Suite 612
Chicago, IL 60610

After recording return to:

Ms. Margaret Monzani
Transamerica Lender Finance
13760 Noel Road, Suite 1100
Dallas, TX 75240

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EXHIBIT A

Borrower: Ethiopian Village, Inc., an Illinois corporation.

Mortgagors: Berhane Shiferaw and Atsede Yimer, husband and wife.

Promissory Note, signed by Borrower, and dated February 23, 1994 (the "Note"), in the original principal amount of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00), plus interest, and having a maturity date of April 1, 1999, secured by that certain Mortgage and Assignment of Rents and Leases, both dated February 23, 1994, made by Mortgagors, and granted to U.S. Loan Limited Partnership, and given to secure the payment of the Note and recorded with the Cook County Recorder of Deeds on

February 24, 1994 as Document Nos. 94176971,

and 94176972, respectively, regarding the real estate, along with the improvements thereon, legally described as follows:

Lot 7 in Block 6 in E.J. Lehmann Subdivision of Lot 4 in the Assessor's Division of the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (except the railroad Right of Way).

Address: 3462 N. Clark St., Chicago, IL 60657
PIN: 14-20-409-024-0000, Vol. 485

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