WHEN RECORDED MAIL TO:

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Perkway Bank & Trust Company 4000 North Hartom Avenue Harwood Heights, 3L 40656 ~4054930

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MARCH 8, 1994, between Salvatore Petruso and Domenica Petruso, whose address in 5615 N. Prospect, Norwood PK TWSP, IL 60631 (referred to below as "Grantor"); and Parkway Bank 1 rust Company, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60656 (referred to below 73 "Lender").

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

LOT 13 IN BLOCK 2 IN GEORGE W. PROSSES BELMONT HIGHLAND'S IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 24, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AND SOUTH OF THE INDIAN LINE IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12 OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 7224 W. Belmont, Chicago, IL. 60634. The Real Property tax identification number is 12-24-431-022-0000.

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 Unionin 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 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 titled "Events of Default"

Grantor. The word "Grantor" meens Salvatore Petruso and Domenica Prisuno.

Indebtechness. The word "Inclebtechness" means all principal and interect "ay tible under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to an orce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the "for a, the word "Indebtechness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated in the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unfiquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indexedinate may be or hereafter may become barred by any statute of initiations, and whether such Indebtechness may be or hereafter may become barred by any statute of initiations, and whether such Indebtechness may be or hereafter may become barred by any statute of initiations, and whether such Indebtechness may be or hereafter may become barred by any statute of initiations, and whether such Indebtechness may be or hereafter may become barred by any statute of initiations, this Assignment secures a revolving line of credit and shall secure not only by amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance were much or the date of the date of the execution of this Assignment. The revolving line of credit obligates Lender to make advances to Grantor so length Grantor complies with all the terms of the loss and Related Documents.

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

Note: The word "Note" means the promissory note or credit agreement dated March 8, 1994, in the off-inel principal amount of \$200,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, retinerable of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate of purple upon an index. The index currently is 5.000% per armum. The interest rate to be applied to the unpaid principal balance of this Assignment, whall be at a rate of 2.000 percentage point(s) over the Index, resulting in an initial rate of 8.000% per annum. NOTICE: Under no circumstance shall the interest rate on this Assignment be rince 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.

Fletisted Documents. The words "Related Documents" mean and include without limitation all promiseory noise, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or herselfer existing, executed in connection with the indebtedness.

Rents. The word "Rents" 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 INDESTEDNESS 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 POLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shall pay to Londer all amounts secured by this 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 this 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 collecteral in a bankruptcy proceeding.

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

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

Flight 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.

Mo 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 this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

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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 afterneys' 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), surveyors' reports, and appreciat fees, and title 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 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 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 feasible, any such offending provision thall 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 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 deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be

Successors and Arrighs. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the upperfer becomes vested in a person other than Grantor, Lender, without roice 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 Hability under the Indebtedness.

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

Walvar of Homestead Exemptor A. Grantor hereby releases and walves all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Watvers and Concents. Lender shift 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 Londer. 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 corts 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 instances shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY. This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as a ich Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and creating in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the like to rany interest that may accrue thereon, or any other indebtedness under this Assignment, or to perform any covenant either express or implied not also in this Assignment, all such liability, it any, being expressly waived by Lander and by every person now or hereafter claiming any right or as surfly under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and indebtedness, by the enforcement of the len created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal flability of any guarantor.

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

GRANTOR: Getter les ucturo	contexts the above a further and the fee	Dimercoa Vetruso
× Salvatore Petruso		· Merce Yetuse
	INDIVIDUAL ACK	NOWLEDGMEN OFFICIAL SEAL"
STATE OF COLL AND)	{ ANNA M. COGLIANESE }
COUNTY OF COOK) 88)	NOTAR' PUBLIC, STATE OF ILLINOIS My Commission Expires 08/02/97
On this day before me, the undersigned Notary Public, personally appeared Salvatore Petruso and Domenica Accuse, to me known to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment set their free and voluntary act and deed, for the uses and purposes therein mentioned.		
Given under my hand and official seal this		y of 10 12 Ch
By Chia H Carl	12 mars 2	Residing at 1800 N. Har Elean.
Notary Public in and for the State of	Cerces	My commission expires UR 03/97

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