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Tolling First of America Bank-Illinois, N.A., of 325 %. Milwauken Avenue, Libertyville, Illinois 60048 (the "Bank") has made or agreed to make a certain loan or loans in the principal sum of \$ 195,000.00 (collectively the "Loan") secured in part by an assignment of loanes covering e shall pay the all or a portion of the property described above (the "Property"); and A part or all of the Property has been demised under \ lease (the "Lease") dated "Lassoo") of , Illinois; and here the common the second to the second to the late the second to the The Bank, as a condition to making or renawing the Loan, requires an assignment of all the rights, interest and privileges, which the Owner has and may have in any lease or leases, now existing or heres, ter made, affecting the Property, or any part thereof, with all rents, income and profits due and becoming due therefrom, including, but not limited to, the Lease, and the rents, issues and profits therein provided, as additional security for payment of the Loan. It to transposition with the tensor state of the most additional security for payment of the Loan. ecinal fuges in ? The first of the f NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the regist of which is acknowledged by Dwner, Dwner hereby assigns, transfers, and sets over unto Bank all the rights, interests and privilogus, which the Oviner has and may have in any lease or leases, now existing or hereafter made, affecting the Property, or any part thereof, with all rents, income and profits due and becoming due therefrom, including, but not limited to, the Lease, and rents, issues and profits therein provided and all monies due and to become due in connection with the exercise by the Lossee of any option, if any, to purchase the Property leased, all as additional security for payment of the Lian and any modifications, extensions or renewals thereof. concern a distinct of the legal lifts or cripity of codesions and those educacy desert is through those to, a of all to a se william the to the thing to be the total the total the total to the total to the total to the total to the total tota holis so I usual Owner coverants and agrees to and with Bank that Owner will not without the prior written consent of bank that Owner will not without the prior written consent of bank that Cancel or forfeit the Lease thy summary proceedings or otherwise); a promarmer out to y (b) Accept a surrender thereof; Hoduco the rent; harden and the father (c) Additional Provinces III this sociation is left there. There are Modify the Lease in any way, either erally or in writing; (0) Grant any concession, in connection with the Lease, ofther arally or in writing: |f|Consent to an assignment of the Lessoe's interest in the Lease, or to a sub-letting; Collect, or accept payment of, rent under the Lease in advance, except as required to be paid in advance by the terms PA (O) LAFTER CONSULTING me or other true annual times and the lease; where a man provided and the lease of the lease, where the contract and the lease of the lease, where are a contract and the lease of the lease, where the contract and the lease of the lease, where the contract and the lease, where the contract and the lease of the lease, where the contract and the lease of the lease, where the contract and the lease of the lease, where the contract and the lease of Subordinate, or consent to subordination of the interest of the Lessee in the Lease; and any of the above acts, if done without the prior written consent of Bank, shall be null and void. $_{\rm col}$

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Bank, by acceptance of this assignment, covenants and agrees to and with the Owner, that, until a default shall occur in the performance of Owner's covenants or in making of the payments provided for in the Loan or in the terms and conditions of the Loan, Owner may

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receive, collect and enjoy the rents, issues, and profits accruing under the Lease; but upon the happening of any default in the performance of the covenants or any default in the making of the payments provided for in the Loan or any default in the terms and conditions in the Loan, Bank may, at its option, receive and collect all the said rents, issues, and profits so long as such default or defaults shall exist, and during the pendancy of any foreclosure proceedings and during any redemption period; provided, however, that the Bank as a result of the receipt and collection of such rents, issues and profits shall not be deemed an owner or operator of the Property as may be defined in any state or federal environmental law or regulation.

- 3. Subject to the rights of Owner set forth herein, the assignment contained herein constitutes a present and absolute assignment of all of Lessor's rights, interest and privileges in the lease or leases affecting the Property.
- Owner, upon any default or defaults under the Loan, hereby authorizes Bank, at its option, to enter upon the Property, by its officers, agents or employees, for the collection of the rents and for the operation and maintenance of said premises. Owner hereby authorizing the Bank, in general, to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Owner might reasonably so act. Bank shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of this assignment, to any amounts due Bank from Owner under the Loan. The manner of application of such net income and the item which shall be credited shall be within the sale discretion of Bank.
- Owner hereby covenants and warrants to Bank (a) that the Lease is in full force and effect according to its original terms and that there is no default now existing under the Lease, and (b) that Dwner has not (i) executed any prior assignment of the Lease, or the rents thereunder, which is conexisting, (ii) performed any acts or executed any other instrument which might prevent Bank from operating under any of the terms or conditions of this Assignment or which would limit Bank in such operation, (iii) executed or granted any modification whatever of the Lease, either orally or in writing or consented to subordination of the interest of the Lease in the Lease.
- G. Owner heroby irrevocably authorizes and directs Lessee and any successor to the interest of Lessee, upon receipt of any written request of Bank stating that a default exists in the payments due under, or in the performance of any of the terms, covenants or conditions of, the Loan, to pay to Bank the rents due and to become due under the Lease. Owner agrees that Lessee shall have the right to rely upon any such statement and request by Bank that Lessee shall pay such rents to Bank, without any obligation or right to inquire as to whether such default actually exists and not vith standing any notice from or claim of Owner to the contrary, and that Owner shall have no right or claim against Lessee for any such routs at paid by Lessee to Bank. Upon the curing of all defaults, Bank shall give written notice thereof to Lessee and thereafter, until the possible receipt of any further similar written requests of Bank, Lessee shall pay the rents to Owner.
- 7. Bank shall have none of the obligations of the Owner under the lease.
- B. The Lease shall remain in full force and effect despite any mergy, of Owner's and Lessee's interest thereunder.
- Bank may take security in addition to the security already given Back for the payment of the principal and interest provided to be paid in or by the Loan or release such other security, and may release any porty primarily or secondarily responsible on the Loan, may grant or make extensions, renewals, modifications, or indulgences with respect to the Loan, and replacements thereof, which replacement of the Loan may be or the seme or on terms different from the present torms of the Loan, and may apply any other security thereof held by it to the satisfaction of the Loan, without prejudice to any of its rights hereunder.
- 10. Owner shall give Bank prompt notice of any lease of the Property it enters into, if the lease is not described in this Assignment. Such lease shall be deemed included in this Assignment from the date of its execution as though originally described herein.
- All of the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors, or administrators, successors or assigns. The word "Owner" shall be construed to mean any one or nove persons, corporations, firms or parties who are holders of the legal title or equity of redemption and those claiming under or through they to, or in, the Property.
- 12. This assignment shall be governed by the laws of the State of Illinois. If any clause, provision or section of this assignment be ruled invelid or unenforceable by any court of compotent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining provision thereof.
- 13. Additional Provisions [If this section is loft blank, there are no additional provisions.]

THE UNDERSIGNED AND BANK ACKNOWLEDGE THAT THE RIGHY TO TRIAL BY JURY MAY BE WAIVED." EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR

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MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITTIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS ASSIGNMENT OR THE INDEBTEDNESS.

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OWNER: American National Bank & Trust Company of Chicago, not personally but as Truston, Under Trust Agreement dated 6:22-83 and known as Trust No. 57958.

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EXHIBIT A
TO
REAL ESTATE MORTGAGE

Description of Real Estate

TAX IDENTIFICATION NUMBER: 15-01-217-016

THE S 15 FEET OF LOT 8, ALL OF LOT 9 AND THE N 10 FEET OF LOT 10 IN BLOCK 12 IN O.C. BRAESE'S SUBDIVISION OF THE E 1/2 OF THE W 1/2 OF THE NE 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL WERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1216 WILLIAM STREET, RIVER FOREST, ILLINOIS 60305

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