ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made as of the 24th day of April, 1995 between Debbie Lampros, a single person(herein jointly and severallyreferred to as "Assignor" or "Assignors"), and BANK OF LINCOLNWOOD, an Illinois banking association (herein referred to as "Assignee").

WITNESSETH

THAR WHEREAS, the Assignors are justly indebted to Assignee for money borrowed in the aggregate principal sum of Thirty-Three Thousand Con Hundred Forty-Three and 40/100 Dollars (\$33,143.40) a certain wote of even date herewith (herein called the "Note") which Note is secured by a certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called "the Mortgage") and the terms of which Note and which Mortgage are hereby incorporated herein by reference) upon certain property (herein called "said Property") in the County of Cook and State of Illinois, to wit: . DEFG-10 RECORDING

. DEP(-0) RECORDING 429.50 . F45555 TRAN 9708 US/10/95 15494100 . 44524 FRC サータボー図りる選挙5

Unit 401 as delineated on a clat of survey attached 10-6-93. RECORDER Declaration of Condominium recorded 10-6-93, as Doc; #93800986 of the following described real estate: Lot 19 (except the East 8 feet thereof) of Lots 20, 21, 22 in Block 4 in Oliver Salinger and Company's "L" terminal Subdivision being a Subdivision of part of Lot 4 and all of Lot 5 in County Clerks Division two, Section 16, Township 41 North, Range 13, East of the Third Principal Meridian, together with its undivided percentage interest in the common elements.

Commonly known as: 5014 Church Street, Unit 401, Skokie, IL Tax I.D.#: 10-16-217-067-1009

NOW THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and offect of said Note, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being hereing collectively called the "Indebtedness") and (c) the faithfulperformance by Assignor of all the covenants, conditions, stipulations and agreements in this Assignment of Rents and Leases, in the Note or Mortgage, or in any other agreement or document between Assignor and Assignee, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said Property, heretofore or bereafter made or agreed to, it being the intention of the

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undersigned to hereby establish an absolute transfer and assignment to Assignce of all such leases and agreements sude or agreed to by either the undersigned or by the Assignee under the powers besein granted, and of all the avails thereof.

Without limitation of any of the logal rights of Assignos as the absolute angioned of the rentg, ignuon, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by the Assigner under the said Note or under the Mortgage above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lies of the Mortgage, or before of after any nale therein, forthwith upon demand of Assignee, A. signor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said Property of of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Anniquee's discretion Assignee may, with or without force and with or without procous of law and without any action we the part of the holder or helders of the Note of the Mortgage, caror upon, take and maintain possession of all or any part of said Proporty together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may woulde Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Aurig ment hold, operate, manage, and control the naid Property and cocanct the business thereof, either personally or by Assignee's agents and may, at the expense of the Assignor, from time to time wake or cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may warage and operate the said Property and carry on the business the cost as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every such case Assignor hereby irrevocable authorizes and appoints Assignee, in the name, place and stead of Ammignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct of the business thereof, and such further sums as may be sufficient to

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indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all monies arising as aforesaid:

- (1) To the payment of the interest from time to time accrued and unpaid on the said Note;
- (2) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid;
- (3) To the payment of any and all other charges secured by or created under the said Mortgage; and
- (4) % the payment of the balance, if any, after the payment in Foll of the items hereinbefore stated.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the toregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no desort by the Assignor in the payment of the Indebtedness or in the performance of any obligation, covenant or agreement hereix or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before, due all cents, issues and profits from said Property and to retain, use and show the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any leave or leases demising all or portions of the said Property for the terms shown.

Concerning each lease hereinabove described, Assignor hereby covenants and agrees to and with the Assignor Clat without the written consent of the Assignor first obtained, Assignor will not:

- (1) Cancel or terminate such lease for any reason, whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof, or accept a surrender of such lease;
- (2) Reduce the rent provided for in such lease, or modify such lease in any way, either orally or in writing, or grant any concession in connection with such lease, either orally or in writing:
- (3) Consent to any anniquement of the interest of the tenant in the lease, or to any sub-letting thereof;
- (4) Accept any rent payable under the leane in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Annignee, shall be null and void.

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Any default on the part of Assignor hereunder shall constitute a default of Assignor under the Note and Mortgage.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisi ms, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of Assignee's rights under the terms hereo', but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this assignment or any of the terms, provisions or corditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the said Property.

If the Assignor shall pay all the indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

IN WITNESS WHEREOF, the undersigned has affixed her signature hereunto on the month and year first above written.

Debbie Lampros

STATE OF ILLINOIS)

) 38

COUNTY OF C O O K)

I, Jerry G. McGovern, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT Amelia S. Fitzgerald, who is personally known to me to be the same person whose name are subscribed to the foregoing instrument, appeared

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before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act.

GIVEN under my hand and Notarial Seal this 24th day of April, 1995.

Bant of Covernment
1933 V. Touky Avenus
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