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96512849

Recording Requested By: The Money Store Investment Corporation
When Recorded Mail To:
The Money Store Investment Corporation
P.O. Box 162247
Sacramento, CA 95816
Attn: Servicing Dept.

DEPT-01 RECORDING \$27.00
T#0012 TRAN 1206 07/03/96 15:34:00
#2614 # EFC # -95-512849
COOK COUNTY RECORDER
DEPT-10 PENALTY \$24.00

11/8/96

ASSIGNMENT OF LEASE AND RENTS (LESSOR'S INTEREST)

THIS AGREEMENT is made JUNE 28, 1996, by and between The Money Store Investment Corporation, as Assignee, and Coyote Clause Corp. as Lessor and Assignor.

27.00
24.00
pen

RECITALS

- A. Assignor and Mathew S. Harris have entered into na certain real property lease dated March 1, 1993 as Lessor and Lessee, respectively, for the rental of those certain premises described as:
866 W. Aldine, #3, Chicago, IL 60657
(the "Premises"). Said lease together with any extensions, amendments, modifications and guarantees thereof, shall be referred to herein as the "Lease".
- B. Assignor desires to obtain a loan from Assignee in the principal sum of \$ 650,000.00 (Loan).
- C. In order to induce Assignee to make the Loan to Assignor, Assignor desires to assign its rights in the Lease to Assignee as additional security for the Loan.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree to the following terms, covenants, and conditions:

TERMS, COVENANTS AND CONDITIONS

- 1. **Assignment of Lease Interest.** Assignor hereby absolutely and irrevocably assigns to Assignee, with the right of reassignment, all of the rights, title and interest of Assignor in and to the Lease, including, without limitation, all rent, income and profits derived therefrom, for the purpose of securing (a) payment of the principal, interest and all other sums now or at any time hereafter due Assignee relating to, or arising from, the Loan and any extension, modification, replacement or renewal thereof, and (b) performance and discharge of each term, covenant and condition of Assignor contained herein or in any other agreement relating to or arising from the Loan. The assignment of rents, income and profits herein is absolute, not an assignment for security only, and the Assignee's right to rents, income and profits is not contingent upon, and may be exercised without, possession of the Premises. The rights assigned hereunder include, without limitation, all of Assignor's rights to modify or terminate the Lease or release the Lessee from the performance of any term thereof, and Assignor shall not modify or terminate the Lease nor accept the surrender thereof without the written consent of Assignee. Any violation of the terms of this agreement may, at Assignee's option, result in the acceleration of the Loan.
- 2. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefits of the successors, assigns and transferees of the parties hereto.
- 3. **Attorneys' Fees.** In the event any party commences any action against any other party by reason of any claimed breach of any provision of this Assignment, the party prevailing in such action shall be entitled to recover from the other party or parties reasonable attorneys' fees and costs.

"Assignee"

"Lessor and Assignor"

THE MONEY STORE INVESTMENT CORPORATION

Coyote Clause Corp.

By: Casey A. Pendley
Casey A. Pendley,
Loan Processing Manager

By: George L. Brophy
George L. Brophy, President

"Lessee" (Alter ego loans only)

Witness: [Signature]

Mathew S. Harris

BOX 333-CTI

SIGNATURES MUST BE NOTARIZED

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State of California }
 } ss.
County of Sacramento }

On June 27, 1996, before me, Shannon Douglas, Notary Public in and for said County and State, personally appeared Casey A. Pendlay, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to be that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public

My commission expires: 11-11-97



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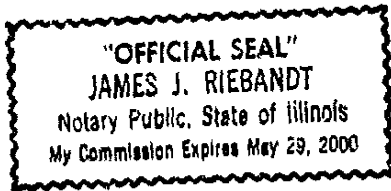
STATE OF ILLINOIS)
)
COUNTY OF LAKE) SS:

I, JAMES J. RIEBANDT, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that GEORGE L. BRADY personally known to me to be the President of LYISE LAUSE COOP, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said Instrument of writing as President of said Corporation, pursuant to the authority given by the Board of Directors of said Corporation as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes set forth.

GIVEN under my hand and seal this 28th day of June, 1996.

James J. Riebandt
Notary Public

My Commission Expires: MAY 29, 2000



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PARCEL 1:

THAT PART OF LOTS 9 AND 10 IN BLOCK 2 IN BUCKINGHAM'S SUBDIVISION OF BLOCK 4 IN PARTITION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 35 FEET WEST OF THE SOUTH EAST CORNER THEREOF, THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 10, A DISTANCE OF 17.33 FEET, THENCE NORTHWESTERLY PARALLEL WITH THE WESTERLY LINE OF SAID LOT 10 A DISTANCE OF 8.15 FEET THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 3.70 FEET THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOTS 9 AND 10 A DISTANCE OF 60.10 FEET MORE OR LESS TO THE NORTHERLY LINE OF SAID LOT 9 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, CREATED BY GRANT DATED MARCH 19, 1953, AND RECORDED MARCH 30, 1953 AS DOCUMENT 15572504 FOR INGRESS AND EGRESS OVER THAT PART OF THE NORTHWESTERLY 25 FEET OF LOT 9 (MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT 9) LYING EAST OF A LINE 35 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 9 AND 10, ALL IN COOK COUNTY, ILLINOIS.

PERMANENT PARCEL NO. 14-20-420-053

866 W. ALDINE

CHICAGO IL 60657

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