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RECORDATION REQUESTED BY:

Bank One, Chicago, NA
14 S. LaGrange Road
LaGrange, IL 60525

WHEN RECORDED MAIL TO:

LOAN SERVICES
BANK ONE, CHICAGO, NA
P.O. BOX 806083
CHICAGO, IL 60680-8083

DEPT-01 RECORDING \$31.50
T00008 TRAN 9992 01/22/96 09:51:00
\$3592 + DR *-96-054614
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

ASSIGNMENT OF LEASES AND RENTS

THIS MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT IS MADE AS OF NOVEMBER 1, 1995, by DONALD E. JEFFERS, JR., whose address is 10118 S. HOYNE, CHICAGO, IL 60643 (referred to below as "Grantor") for the benefit of Bank One, Chicago, NA, whose address is 14 S. LaGrange Road, LaGrange, IL 60525 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby absolutely and unconditionally assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Leases and Rents from the following described Property located in COOK County, State of Illinois:

LOT 18 IN ASHBURN SOUND, A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 17,
TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS

ORLAND

The Property or its address is commonly known as 15344 S. JILLIAN, OAK PARK, IL 60462. The Property tax identification number is 27-17-107-004-0000.

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 Uniform 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 Leases and Rents by Grantor for the benefit of Lender.

Existing Indebtedness. The words "Existing Indebtedness" mean an existing obligation which may be secured by this Assignment.

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" means DONALD E. JEFFERS, JR..

Guarantor. The word "Guarantor" means and includes, without limitation, each and all of the guarantors, sureties and accommodation parties in connection with the Indebtedness.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note, including all principal and accrued interest thereon, together with all other liabilities, costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. In addition, the word "Indebtedness" includes all other obligations, debts and liabilities, plus any accrued interest thereon, owing by Grantor, or any one or more of them, to Lender of any kind or character, now existing or hereafter arising, as well as all present and future claims by Lender against Grantor, or any one or more of them, and

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Assignment of Leases. The rights assigned hereunder by Grantor in connection with the Leases includes all
TERMS OF ASSIGNMENT. With respect to the Leases and Rents, Grantor agrees as follows:
Partly, the fee title to the Real Property or any portion thereof.
Leases, including without limitation, waiving, releasing, disclaiming or terminating any Rents, Grantor
shall provide Lessor with the original and fully executed Leases, all modifications thereto, and copies of all
leases, unless otherwise provided in the lease or agreement of assignment or modification of the term
and not waive or receive leases from any material obligations than thirty (30) days prior to accept
a surrenders of any leases of the Real Property or any lessor thereof unless required to do so by the terms
of the leases; not render the leases under the leases; not terminate or be performed or
obliged by the tenants under the leases; not materially modify or alter the leases; not terminate or
the performance and observe notice of such notice; at the sole cost and expense by Grantor, enforce
leases together with a complete copy of each and observe notice of default received by Grantor under the
covenant under leases; give prompt notice to Lessor of such notice; at the sole cost and expense by Grantor and
performance under leases in full every material condition and detail of the Grantor's rights
carried on Grantor's business and all businesses in which Grantor is about to engage.
debt as they mature, and (iv) if Grantor is not an individual, Grantor has and will have sufficient capital to
Grantor's liabilities (both fixed and contingent), (iii) Grantor is and will be able to pay Grantor's
and will be solvent, (ii) the fair, saleable value of Grantor's assets exceeds and will continue to exceed
all other transactions contemplated by Grantor at the time of this Assignment, (i) Grantor is
solvent at the date hereof, and after giving effect to this Assignment and the completion of
No Further Transfer. As of the date hereof, and after giving effect to this Assignment and the completion of
in the leases or Rents except as provided in this Assignment.
No Prior Assignment. Grantor will not previously assign, encumber, or otherwise dispose of, any of Grantor's rights
in the leases or Rents, or otherwise transfer to this Assignment.
No Prior Assignment. Grantor has not previously assigned or conveyed to the leases or Rents to any other
person by any instrument now in force.
No Prior Assignment. Grantor is the owner of all rights, title and interest and claimants to Lessor that
to receive the Rents under in writing, loans, leases, and assignments, and claims made by disclosed
to and accepted by Lessor in its due date; Grantor has no knowledge of any present default by lessee than thirty
(30) days in advance of its due date; Grantor has not accepted any Rents under the leases except as disclosed
to receive the Rents and clear of all rights, title and interest and claimants to Lessor that
to and to the leases and Rents and claims made by disclosed
Ownership. Grantor is the owner of all rights, title and interest and claimants to Lessor that
RENTS. With respect to the leases and Rents, Grantor represents, warrants and covenants to Lessor that:
GRANTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS WITH RESPECT TO THE LEASES AND
DOCUMENTS. THIS ASSIGNMENT IS GIVEN TO SECURE (1) AYMENT OF THE INDEBTEDNESS 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 FOLLOWING TERMS:
Whether due now or later, including without limitation all Rents from all leases,
Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property,
Rented Documents. The words "Rented Documents" mean and include without limitation the Note and all
credit agreements, loan documents, environmental agreements, guarantees, security agreements, mortgages,
deeds of trust, and all other instruments, agreements, guarantees, security agreements, mortgages,
executed in connection with the Note.
Property. The word "Property" means the real property, and all improvements thereon, described above in
the "Assignment" section,
Note. The word "Note" means the promissory note dated November 1, 1995, in the original principal
amount of \$3,000.00 from Grantor to Lessor, together with all renewals of, extensions of, modifications
of, refinancing, etc., consolidations of, and substitutions for such promissory note.
Lessor. The word "Lessor" means the promissory note dated November 1, 1995, in the original principal
Lessor. The word "Lessor" means Bank One, Chicago, IL, its successors and assigns.
Real Property, together with all rights, title and interest of Grantor in and to all leases relating to the
Leases. The word "Leases" means all rights, title and interest of Grantor in and to all leases relating to the
individual, jointly with others; whether Grantor may be liable primarily or secondarily or as debtor, maker,
overdraft, indemnity agreement or otherwise; whether such indebtedness is voluntary or involuntary, due or
not due, direct or indirect, absolute or contingent, liquidated or unliquidated; whether Grantor may be liable
as maker, drawer, endorser, grantor, surety, accommodation party or otherwise.
Real Property, together with all modifications, extensions and guarantees thereto, whether present or existing
or hereafter arising.

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of Grantor's right and power to modify, terminate, accept, surrender or to waive or release tenants from performance or observation of any obligation or condition of the Leases. Prior to an Event of Default, however, Grantor shall have the right, without joinder of Lender, to enforce the Leases.

Assignment of Rents. Grantor's assignment of all Leases and Rents to Lender hereunder is subject to a license hereby granted by Lender to Grantor to collect and receive all of the Rents (such license evidenced by Lender's acceptance of this Assignment), subject to the terms and conditions hereof; provided, however, upon the occurrence of any event or circumstance which with the lapse of time or the giving of notice or both would constitute an Event of Default hereunder, such license shall automatically and immediately terminate and Grantor shall hold all Rents paid to Grantor thereafter in trust for use and benefit of Lender and Lender shall have the right, power and authority, whether or not it takes possession of the Property, to seek enforcement of any such Lease, contract or bond and to demand, collect, receive, sue for and recover in its own name any and all of the above described amounts assigned hereby and to apply the sum(s) collected, first to the payment of expenses incident to the collection of same, and the balance to the payment of the Indebtedness; provided further, however, that Lender shall not be deemed to have taken possession of the Property except on the exercise of its option to do so, evidenced by its demand and overt act for such purpose. It shall not be necessary for Lender to institute any type of legal proceedings or take any other action whatsoever to enforce the assignment provisions in this Assignment. Notwithstanding anything contained herein or in any of the other Related Documents to the contrary, this Assignment is an absolute, unconditional and presently effective assignment, and not a security interest.

Right to Rely. Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender without further consent of Grantor, and the tenants may rely upon any written statement delivered by Lender to the tenants. Any such payment to Lender shall constitute payment to Grantor under the Lease. The provisions of this paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a tenant who has not received such notice. The assignment of Leases and Rents set forth herein is not contingent upon any notice or demand by Lender to the tenants.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

EXPENDITURES BY LENDER. Grantor will pay to Lender the amount of any and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lender may incur in connection with (i) the preservation of the interest created hereunder, (ii) the exercise or enforcement of any rights of Lender hereunder, or (iii) the failure by Grantor to perform or observe any of the provisions hereof. Any amount that Lender incurs in connection with the foregoing will bear interest at the default rate of interest charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor and shall be secured hereunder.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Abandonment. Grantor abandons all or a portion of the Property.

Action by Other Lienholder. The holder of any lien or security interest on the Property (without hereby implying the consent of Lender to the existence or creation of any such lien or security interest) declares a default thereunder or institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

Destruction of Property. The Property is so demolished, destroyed or damaged that, in the judgment of Lender, it cannot be restored or rebuilt with available funds to a profitable condition within a reasonable period of time.

Condemnation. So much of the Property is taken in condemnation, or sold in lieu of condemnation, or the Property is so diminished in value due to any injury or damage to the Property, that the remainder thereof cannot, in the judgment of Lender, continue to be operated profitably for the purpose for which it was being used immediately prior to such taking, sale or diminution.

False Statements. Any warranty, representation or statement made or furnished to Lender under this Assignment, the Note or any of the other Related Documents is false or misleading in any material respect.

Other Defaults. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in this Assignment, the Note, any of the other Related Documents or any other agreement now existing or

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Debtor shall have all other rights and remedies provided in this Assignment of Any Indebtedness owing by Grantor or Any Guarantor to any third party under any agreement or undertaking now or hereafter arising between Grantor and Debtor.

Debtor shall have all other rights and remedies for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (iii) generaly is not paying its debts as such debts become due; (iv) has fraud of creditors, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due; (v) becomes insolvent, or makes a transfer for the benefit of creditors, trustee or custodian appointed for, or take possession of, all or substantially all of the assets of such party brought about by such party under any applicable law; (vi) fails to pay within thirty (30) days any judgment rendered against such party.

Bankruptcy, bankruptcy or similar laws (all of the following generally referred to as "Bankruptcy Laws") or an involuntary petition for relief is filed against such party under any applicable law and such party is not dismissed within sixty (60) days after the filing thereof, or an order, for relief naming such party is entered under any applicable law, or any composition, rearrangement, reorganization or arrangement of other debtors now or hereafter existing is requested or consented to by such party; (v) fails to have discharged within a period of sixty (60) days any attachment, garnishment, execution or similar writ levied upon any property of such party; or (vi) fails to pay within a merger or consolidation of any such entity or, if any of such parties is an individual, the death of legal incapacity of any such individual.

Acceleration, Death and Related Events. If Grantor or Any Guarantor is in entity, the liquidation, dissolution, liquidation, or any such entity or, if any of such parties is an individual, the death or legal incapacity of any such individual.

Acceleration of Any Indebtedness. A default shall occur under any Event of Default and at any time thereafter, Debtor may exercise any of the following rights and remedies, in addition to any other rights or remedies provided by law:

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Debtor may exercise any of the following rights and remedies, in addition to any other rights or existing indebtedness. A default shall occur under any Event of Default and at any time thereafter, Debtor may exercise any of the following rights and remedies, in addition to any other rights or existing indebtedness, to declare the Property to be rent without notice to Grantor.

Accelerate Indebtedness. Debtor shall have the right at its option without notice to Grantor to declare the Property to be rent immediately due and payable, including any prepayment penalty which Grantor would be entitled to pay.

Colllect Rents. Debtor shall have the right, without notice to Grantor, and whether or not Debtor has taken possession of the Property, to collect the Rents, including interest past due and unpaid, and apply the net proceeds, over and above Debtor's costs, against the indebtedness. In furtherance of this right, Debtor may enter upon the Property to maintain the Property and keep the same in good faith believing the prospect of payment or collection of rents.

Maintain the Property. Debtor may enter upon the Property to make repairs to the Property for such costs as the Property assesses of maintaining the Property, including taxes, insurance, equipment, to pay the costs of all services of all employees, including legal expenses, including costs of maintaining the Property in proper repair and condition, and also to pay all continuing costs of maintaining the Property in proper repair and condition, and to collect the same in full from the lessee of the Property, lessor may retain or lease the whole or any part of the Property for such term or terms and on such conditions as Debtor may deem appropriate.

Employ Agents. Debtor may engage such agent or agents as Debtor may deem appropriate, either in whole or in part, to manage the Property, including the collection and receipt of rents.

Mortgage in Possession. Debtor shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to collect the rents from the mortgagor and to dispose of the Property to meet the demands of the Debtor.

Other Acts. Debtor may do all such other things and acts with respect to the Property as Debtor may deem fit to receive by a substantial amount. Employment by Debtor shall not disqualify a person from serving as a receiver.

Appropriation and Sale. Debtor may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

Other Remedies. Debtor shall have all other rights and remedies provided in this Assignment of Any Indebtedness.

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by law. Grantor waives any right to require Lender to proceed against any third party, exhaust any other security for the Indebtedness or pursue any other right or remedy available to Lender.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

MISCELLANEOUS PROVISIONS.

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 and shall supersede all prior written and oral agreements and understandings, if any, regarding same. 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.

JURY WAIVER. THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT OR ANY OTHER RELATED DOCUMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING DESCRIBED HEREIN OR IN THE OTHER RELATED DOCUMENTS.

Arbitration. Lender and Grantor agree that all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Assignment, the Note, any of the Related Documents or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Assignment shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Financial Statements. As long as the Indebtedness remains unpaid, in whole or in part, Grantor agrees to furnish Lender at such times as reasonably required by Lender, financial statements certified by Grantor, including balance sheets and statements of income and expenses for such period, including, without limitation, information with respect to the Real Property.

Indemnity. Grantor hereby agrees to indemnify, defend and hold harmless Lender, and its officers, directors, shareholders, employees, agents and representatives (each an "Indemnified Person") from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by or asserted against, any Indemnified Person (whether or not caused by any Indemnified Person's sole, concurrent or contributory negligence) arising in connection with the Related Documents, the Indebtedness or the Collateral (including, without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action and/or inactions in connection with the Related Documents), except to the limited extent that the Claims against the Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this Section shall survive the termination of this Assignment and shall extend and continue to benefit each individual or entity who is or has at any time been an Indemnified Person hereunder.

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

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TRUST BENEFICIARY TO EXECUTE FOLLOWING:

Notary Public, State of Illinois
Donald E. Jeffers, JR.
Notary Public
Dated: June 1, 1985
NOTARIAL SEAL

My Commission Expires 3-8-86

Notary Public in and for the State of _____
By _____
Residing at _____
Gives under my hand and official seal this 15th day of April, 1985
Voluntarily act and deed, for the uses and purposes herein mentioned.
SECURITY AGREEMENT, and acknowledged that he or she signed the Assignment as his or her free and
known to be the individual described in and who executed the MORTGAGE, ASSIGNMENT OF RENTS,
On this day before me, the undersigned Notary Public, personally appraised DONALD E. JEFFERS, JR., to me

COUNTY OF _____

(ss)

STATE OF _____

INDIVIDUAL ACKNOWLEDGMENT

DONALD E. JEFFERS, JR.

GRANTOR:

RENTS, SECURITY AGREEMENT HAVING REALED THE PROVISIONS OF THIS MORTGAGE, ASSIGNMENT OF
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, ASSIGNMENT OF

Waivers and Covenants. Lender shall not be deemed to have waived any rights under this Assignment
under the Related Documents unless such waiver is in writing and signed by Lender. 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 party of a provision of this Assignment shall not constitute a waiver of or preclude 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 Borrower, shall constitute a waiver of any
rights or options of Lender, nor any course of dealing between Lender and Borrower, shall not constitute
a waiver by Lender in any instance where such consent is required.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the
homestead exemption laws of the State of Illinois to all indebtedness secured by this Assignment. In
addition, to the extent permitted by law, Grantor will not claim the benefit of any stay, extension, valuation,
appraisement or enforcement law now or at any time hereafter enforced.

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

Assignments by way of transfer or assignment of this indebtedness.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's
interests, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and
assigns. If ownership of the property becomes vested in a person other than Grantor, Lender, without
notice to Grantor, may deal with Grantor's successors with reference to this Assignment and without
notice to Grantor, may deal with Grantor's successors without releasing Grantor from the obligations of this
Assignment. Successors and assigns shall remain valid and enforceable.

Unenforceable as to any other persons or circumstances, if feasible, any such offending provision shall be
deemed to be modified to be within the limits of enforceability of validity; however, if the offending provision
cannot be so modified, it shall be strucken and all other provisions of this Assignment in all other respects
shall remain valid and enforceable.

Severability. If a court of competent jurisdiction finds any provision of this Assignment invalid or
unenforceable as to any person or circumstance, such finding shall not render that provision invalid or
render.

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