SOCIATED BANK 00 M. Central Avenue 10ago, IL 60630 2792-0110 (Lender)

DEPT-01 RECURDING

\$29.00

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COOK COUNTY RECORDER

#### ASSIGNMENT OF RENTS

GHANTOR

Columbia Mational Bank of Chicago, as Trustee, under Trust Agraement No. 3460 dated JUNE 22 1990.

BORROWER

the Korn production in Columbia Mational Rank of Chicago, as Trustee, under Trust Agreement Mo. 3460 dated JUNE 22, 1990.

5350 M. Marlem Evenue Chicago, IL 40656

TELEPHONE NO.

1800395

IDENTIFICATION N(I.

3127756800 3440 ADDRESS .

5250 N. Harles Avenue Chicago, IL 60656

TELEPHONE NO.

1				THE RESIDENCE OF THE PARTY OF T
	RIFICE	MITERSET	PRINCIPAL AMOUNT	AGHILLAND CHALLINGS LOAN HUMBER
	ex	8.7504	\$205,400.00	02/29/96 As provided in the 225527950

- 1. ASSIGNMENT. In consideration of the loan evidenced by the prumbustry note or credit agreement described above (the "Note"). Grantor absolutely assigns to Lender all of Grantor's inferes, in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property described in Schedule A which is attached to this Agreement and Incorporated herein by this reference and any improvement icosted thereon (the "Premises") including, but not limited to, the leases described on Schedule B attached hereto and is corporated herein by reference. This Assignment is to be broadly construed and shall encompass all rights, benefits and advertigate to be derived by the Grantor from the Leases including, but not limited to all rents, issues, known and profits life no from the Leases and "renowals thereof, and all security deposits paid under the Leases. This Assignment is an absolute coalignment rather than an examination and profits in the renowals thereof, and all security representations and under the Leases. This Assignment is an absolute coalignment rather than an examination and profits in the renowals thereof, and all security representations and profits in the renowals thereof, and all security deposits paid under the Leases. This Assignment is an absolute coalignment rather than an examination of the renowals the renowals thereof. an assignment for security purposes only.
- 2. MODIFICATION OF LEASES. Grantor grants to Lender the power and authority to modify the Johns of any of the Leases and to surrender or terminate the Leases upon such terms as Lender, may determine.
  - 3. COVENANTS OF GRANTOR. Grantor covenants and agrees that Grantor will:

a. Observe and perform all the obligations imposed upon the landlord under the Leases.

b. Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the written consent of Lender.

c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of rental payments. d. Refrain from modifying or terminating any of the Leases without the written consent of Lender.

- e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.
- 4. REPRESENTATIONS OF GRANTOR. Grantor represents and warrants to: Lender that!
- a. The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Loases.
- b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Grantor or apy assignes of Grantor.

c. No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.

LIP ILB27 @ FormAlian Technologies, Inc. (12/27/94) (800) 307-3786

BUX 333-CT

and taking any other action with asign the asign to any

5. GRANTOR AAA RECEIVE RENTS. As long as there is no default under the Note described above, the formation of Borrowar or Grantor to Lander aking any other action taken this reaction and it is turned which might prevent Lender from solecting rents S. GRANTON HA PROPERTY, As long as there is no details under the Note describes above, the Collications. Grantos may collect all rants and profits from the Leases when the and may take such processes in Mortpage secting the More, this agreement or any other present or future obligation of Borrower or Grantor to Lender Grantor's business operations. However, Landar may at any time require Grantor to decoat all rems and proceeds in

("Ubligations"), Grantor may collect all rents and proms from the Leases when due and may use such process an angount maintained by Grantor or Lander at Lander's institution. 6. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, and the improvements and have, hold, manage, lease E. DEPAULT AND REMEDIES. Upon detault in the payment or, or in the performance or, any or the Obligations, and obstate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect Lender may at its option take possession of the real property and the improvements and have, hold, manage, lease and naceive all north, income and provide from the Premises, and Lander deems proper, Lender may proceed to collect may be provided to participate of the premises. and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect alterations, receive all rents, income and profits from the premises, and Lender shall have full power to periodically make the premises as Lender may deem proper. Lender may analy all and receive all nonts, income and provide from the Premises, and Lender shall have full power to periodically make same, income and nights of replacements to the Premises as Lender may deem proper. Lender may apply all moleculars and moleculars and moleculars and moleculars and moleculars and moleculars. any amanana incident to taking and nataining measuration of the real properts and replacements and stations, repeats and replacements and record of the cost of such alterations, reports and replacements and replacements and measuration of the management and measuration of fatts, income and profits to the payment of the cost of such anerations, renovations, repetre and replacements and the real property and the management and operation of the real property and the rea any expenses incident to taking and retaining possession of the real property and the management and operation of assessments and other liens which may accrue. The sicoense and cost of these actions may be paid from the rental. ine real property. Lender may keep the Premises property insured and may discharge any taxes, charges, claims, issued, income and other liens which may accrue. The expense and cost of these actions may be paid from the remains abail he secured by the Note and Mortnage. These issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mongage. These expenses, shall be occurs of the wide and Mongage. These issues, income and profite received, and any unpaid amounts shall be secured by the Nots and Mortgage. These actived by the Mortgage and for which this Assignment is often.

7. POWER OF ATTORISEY. Grantor irrevocably authorizes Lender as Grantor's attorney-in-fact coupled with an authorized under this Assignment, to interest, of Lender's option. Upon taking possession of the real property and improvements under this Assignment, to cancal and modify Lassas, evict lanants, bring or defend any interest, of Lender's Opinity upon taking possession of the remost and modify Lesses, evict tenents, bring or defend any make many, make repairs on Lender deems. To lease or re-lease the Prefilies or any part litereor, to cancer and modify Leases, evict tenents, bring or derend any anomariate and partiam such other soits in connection with the management and occurration of the mai property and suits in connection with the possession of the Premises in the name of either party, make repairs as Lander deems improvements as Lander may deem [Approx. The receipt by Lander of any rents, income or profession as a result of such proceedings or sale which may be held as a result of such proceedings.

e, BENEFICIAL INTEREST. Londer shall not collinated to perform or discharge any obligation, duty or liabling hereby agrees to indemnity Leider and to hold Lender may indus under the Leasus by reason of this under the Leases by reason of this Assignment. Given hereby agrees to indemnity Leader and to hold Lender Assignment and from any and all claims and demands whata have which may inour under the Leases by reason of this hamisse from any and all liability, loss or damage which callder may incur under the Leasus by reason of the any allegations or undertaking on Landar's part to burkern or dischange any in the terms or agreements. Assignment and from any and all claims and demands whatever, which may be ascerted against Landar by reason of contained in the Leases. Should Lender inour any liability, loss or the make under the Leases or under or by reason of agreements. any alleged obligations or undertakings on Lander's part to pursum or discreme any or the terms or agreements this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, level Contained in the Lagges. Should Lender Incur Bity Habitay, foss or (leins) e under the League or under or by reason or excensive and reasonable attorneys' less shall be accured by the Mortgagy and for which this Assignment was often. The Assignment, of in the detense of any such dains or demands, the amount of such loss, arolliding costs, level demands to rainburse Landar immediately upon demand for any such costs, and upon failure of Grantor to do Grantor agrees to reimburse Lender immediately upon demand for any such chart, and upon failure of Grantor to do so, Lander may accelerate and declara due all auma owad to Lander under any such chart, and upon failure of Grantor to do so, Leider may accelerate and declare due all sums owed to Lender under any or the Colligations.

8. NOTICE TO TENANTS: A written demand by Lender to the tenants under the Leries for the payment of range with a sufficient nution to the tenants to make or written notice of any default claimed by Lender to the tenants under the Usesses for the payment or range fusion of range and to cure any classist that Lassas without the tenants to make or written notice or any detaut claimed by Lender under the Leases shall be sufficient notice to the tenents to make consent by Grantor hareby releases the tenents from any liablity for any raise without the consents of further the Leases without the consents of further any action. consent by Grantor, Grantor heroby releases the tenants from any liability for any rents paid to length of any section. letten by the tenants at the direction of Lender after such written notice has been given. sulp, INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and interpretent in the Mortonias and may be enforced without record to whether Lance Cantillass. John any obligation contained in the Mortgage and may be enforced without regard to whether Lance Cleaning on Interest and authority granted in the Mortgage. This Assignment is in addition to the Mortgage shall not affect, definition of the Mortgage shall not affect.

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different .

on impair the Mortgage. However, the rights and authority granted in this Assignment may be exercised in confunction (11. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's obligations or Lander's rights this Autasmack must be contained in a writing aloned by Lander. Londer may perform any of Grantor's Under this Agreement must be contained in a writing aloned by Lender. Londer may perform any of Grantor's obligations or Lender's rights of those obligations or rights. A waiver of those obligations or rights. A waiver Under the Agreement must be contained in a writing eighed by Lender, Londer may perform any or Grantor's on one coossion shall not constitute a walver on any other occasion. Grantor's obligations under this Agreement shall

Obligations or detay or his to exercise any or his norms without causing a waiver or mose obligations or none. A waiver not be affected it Lander amenda, compromises, exchanges, falls to exercise, impairs or releases any of the on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or other occasions. not be affected it Lender amends, compromises, exchanges, falls to exercise, impairs or resease any or the Grantor waives any right to a lury trial which Grantor may have under applicable law, third pany or constern. Grantor waives any right to a jury trial which Grantor may have under applicable law. 12. RENEWAL OR EXTENSION OF MORTGAGE, in the event the maturity date of the Note and Mortgage is a moderate of the note and mortgage in the saccurar incientainess, this association than the saccurar incientainess. TR. HEREWAL OF EXTENSION OF MORTGAGE. In the event the maturity date of the Note and Mortgage is automatically extended to the new maturity of extension date and shall be anforceable against Grantor and Borrower.

alternated bacalises of a modification, renewal or extension of the secured indebtedness, this assignment shall be antiocomplete against Grantor and Borrower and Borrower indebtedness. altomatically extended to the new mixturity or extension date and shall be enforceable against Grantor and Borrower has been rutined and paid in full. 13. NOTICES. Any notice or other communication to be provided under this Agreement shall be in writing and sant the barties may designate in to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in

- 14. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.
- 15. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right for remedy under this Agreement, Grantor agrees to pay Lender's attorneys' fees, legal expenses and collection costs.

#### 16. MISCELLANEOUS.

a. A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.

b. A violation by Grantor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the tenns of the Note and Mortgage.

c. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatess, and devisees.

d. This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantor consents to the jurisdiction and venue of any court located in the state indicated in the address of the real property in the event of any legal proceeding under this Agreement.

e. This Agreement is executed for <a href="mailto:line.com/

e. This Agreement is executed for <u>levaluage</u> purposes. All references to Grantor in this Agreement and include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding by een Grantor and Lender pertaining to the terms and conditions of those documents.

17. ADDITIONAL TERMS.

LP-1.007 @FormAtion Technologies, inc. (19/01/54) (000) 007-0700

This Mortgage is executed by Trustee, not personally, but as Trustee and it is expressly understood that nothing contilled herein shall be construed as creating any personal liability on Trustee, and any succeery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower or guaranter of the Obligations.

guaranter of the Obligations.	O.	
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	<b>7</b> C/	
GRANTOR ACKNOWLEDGES THAT GRANTOR HAS REACONDITIONS OF THIS AGREEMENT.	D, UNDERSTANDS, AND AGREES TO T	HE TERMS AND
Dated: PERRUARY 29, 1996	'5	
GRANTON Columbia National Bank of Chicago as Trustee under Trust Agreement No.	одинтол: 3460	မှ
not personally, but as Trustee		9
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State of	)	State of)
County of	, 88.	County of
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HEREBY CERTIFY that		esaid, DO thisby
personally known to mi	to be the same person. subscribed to the	foregoing as
Instrument, enneared in	sefore me this day in pe	ereon and
acknowledged that	e said instrument as	signed, on behalf of the
free and voluntary act, forth.	or the uses and purposes	horein set
Given under my hand of	and official seal, this	day Given under my hand and official seal, thisd
Nr.	riary Public	Notary Public
		Commission expires:
		SCHEDULE A
The street address of the	e Property (If mischiable) is	3: 5212-14 W. Belmont Avenue
•		Chicago, IL 60641
		!
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Permanent index No.(s):	: 13-21-330-032 A	3-21-330-033
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This document was prepared by: ASSOCIATED BANK, \$200 N. Central, Chgo, IL 60630 (BOX 36)

After recording return to Lender.
UNLEST STEINHEIM Technologies, Inc. (18/27/04) (800) 007-000

Page 4 of 4\_\_\_\_\_\_ Inflicia

THIS ASSIGNMENT OF HENTS is executed by the undersigned trustee, not personally but as a Trustee as aforesaid, in the axercise of the power and authority conferred upon and vested in it as such Trustee, (and said Trustee, hereby werrants that it possesses full power and authority to execute this instrument) and it is expressly understood and egreed that nothing lierain or in said note contained shall be construed as creating any liability on the said statustee personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covernant either adpress or implied herein contained, all such liability, if any, being expressly weived by the Assignee and by every person now or horsefter claiming any right to security hereunder, and that so far as the said trustee personally is concerned, the legal holder or holders of said note and the uwner or ewners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the usyment thereof, by the enforcement of the lien hereby created, in the manner herein and in said note provided or by action to anforce the personal liability of the guaranter or co-maker if any.

IN WITHESS WHEREOF, the und seed to be hereunto affixed and attested	lersigned trustee not personally but as a Trustee as aformald, has caused these presents to be signed and its corporate to, the day and year first above written.
CORPORATE SEAL	Columbia National Bank of Chicago , As Trustee es aforesoid and not personally.
	at entressed and not personally,
0	By
	And Dam Baller, Am. Trust upgree
	Dr.
STATE OF ILLINOIS SS:	I, the undersigned, a Notary Public in and for the County and State oforesaid, DO HEREBY CERTIFY that the above named officers of the Columbia Hational Bank of Chicago
	the same parsons whose names are subscribed to the foregoing instrument as such officers
	respectively, appear, so before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes, therein set forth; and the said officers then and there acknowledged that the said officers, as custodian of the corporate seal of said Company caused the corporate seal of said Company to be affixed to said instrument as said officers own free and potentiary act and as the free and voluntary act of said Company for the uses and purposes (ne/ein set forth,
Notarial Seal	Given under my hand and Notariel Seal this 2974 day of
	FEBRUARY 18 96
	Notary Public
	"OFFICIAL SEAL"
	LEONA M. KRASINSKI Notary Public, State of Illinois
	My Commission Expires 10/21/99

Property of Cook County Clerk's Office