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Recording Requested By:

When Recorded Mail To:

The Money Store Investment Corporation
Loan Service Division
P.O. Box 15143
Sacramento, CA 95816

96333961

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L 4 of 6

DEPT-01 RECORDING \$29.00
T#0011 TRAN 1380 05/02/96 10:13:00
#6600 # CG #-96-333961
COOK COUNTY RECORDER

DEPT-10 PENALTY \$26.00

ASSIGNMENT OF LEASE AND RENTS (LESSOR'S INTEREST)

THIS AGREEMENT is made APRIL 24, 1996, by and between The Money Store Investment Corporation, as Assignee, and Jeffery Pipala and Susan Pipala as Lessor and Assignor.

RECITALS

- A. Assignor and Suburban Auto Body Inc. have entered into a certain real property lease dated APRIL 11, 1996 as Lessor and Lessee, respectively, for the rental of those certain premises described as:
Common address is: 5739 W. 87th Street, Oak Lawn, Illinois 60453
 See EXHIBIT A for legal description, attached hereto and made a part hereof. (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 \$ 255,000.00 (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

- 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.
- 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.
- 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"

THE MONEY STORE INVESTMENT CORPORATION

By:

Casey H. Pendlay
Loan Processing Manager

"Lessor and Assignor"

Jeffery Pipala and Susan Pipala

Jeffery W. Pipala
Susan K. Pipala

"Lessee" (Alter ego loans only)

Suburban Auto Body Inc.

By:

Jeffery W. Pipala, President

Attest:

Susan K. Pipala, Secretary

BOX 333-CTI

[SIGNATURES MUST BE NOTARIZED]

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Exhibit A:

**Legal Description for property commonly known as:
5739 W. 87th Street, Oak Lawn, Illinois 60453**

LOTS 316, 317, 323, 324 AND 325 IN FRANK DELUGACH'S 87TH STREET
HIGHLANDS A SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF
SECTION 5, TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers:

24-05-202-003-0000 (1 of 5)
24-05-202-004-0000 (2 of 5)
24-05-202-005-0000 (3 of 5)
24-05-202-011-0000 (4 of 5)
24-05-202-012-0000 (5 of 5)

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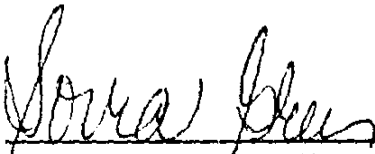
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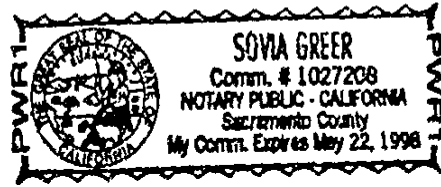
State of California }
 } ss.
County of Sacramento }

On April 24, 1996, before me, Sovia Greer, Notary Public in and for said County and State, personally appeared Casey A. Pendlay personally known to me (or proved to me on the basis of satisfactory evidence) 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



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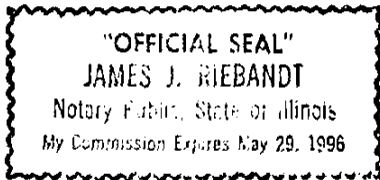
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, JAMES J. RIEBANDT, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Jeffery W. Pipala and Susan K. Pipala, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes set forth, waiving their redemption rights, and releasing and waiving the rights under the homestead exemption laws of this state.

GIVEN under my hand and seal this 29th day of APRIL, 1996.

James J. Riebandt
Notary Public

My commission Expires: MAY 29, 1996



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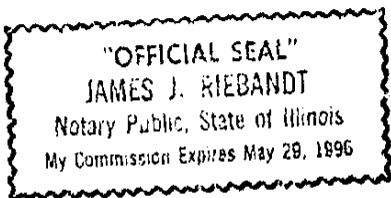
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, JAMES J. RIEBANDT, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Jeffery W. Pipala personally known to me to be the President of Suburban Auto Body Inc. and Susan K. Pipala, personally known to me to be the Secretary of Suburban Auto Body Inc., whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument of writing as President and Secretary of said Corporation, and caused the seal of said Corporation to be thereunto affixed, pursuant to the authority given by the Board of Directors of said Corporation as their free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and seal this 29th day of APRIL, 1996.

James J. Riebandt
Notary Public

My commission Expires: May 29, 1996



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