RECORDATION REQUESTED BY:

Heritage Bank 11900 South Pulaski Road Alsip, IL 60658 97551123

WHEN RECORDED MAIL TO:

Heritage Bank 11900 South Pulaski Road Alsip, IL 60658 . DEPT-01 RECORDING

\$43.00

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COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

Dall 16/2042 OF

This Assignment of Rents prepared by:

Heritage Bank, Paulette Minarcik 11900 South Pulaski Road Alsip, Illinois 60658 1709

### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JULY 21, 1997, between Heritage Trust Company Not Personally but as Trustee Under Trust Agreement Dated May 30, 1997 and Known as Trust #97-6131, an Illinois Corporation, whose address is 17500 South Oak Park Avenue, Tinley Park, 1L, 60477 (referred to below as "Grantor"); and Heritage Bank, whose address is 11900 South Pulaski Road, Alsip, 1L, 60658 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

See Legal Description Attached as Exhibit "A"

The Real Property or its address is commonly known as East Side of 163rd Street and Wolf Road, Orland Park, IL 60462. The Real Property tax identification number is 27-20-302-067, 068, 069, 075, 071, 072, 073, and 074.

**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 Cormercial 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 Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Borrower. The word "Borrower" means each and every person or entity signing the Note,

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

BOX 333-CTI

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PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Crantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in

insormed about the Property. Borrower waives any desenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Mote with Lender no matter what action Lender takes or fails to take under this Assignment. BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction

Bottowet). any law. regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower). GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Assignment do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of result in a default under any agreement or other instrument binding upon Grantor has established adequate means of

GRANTOR'S WAIVERS. Crantor waives all rights or defance arising by reason of any "one action" or any other law which may prevent Leader from bringing any action regions of any other law which may prevent Leader from bringing any action. Selver or after including a claim for deficiency to the extent Leader is otherwise entitled to a claim for deficiency to the extent Leader is otherwise entitled to a claim for deficiency to the extent Leader is otherwise entitled to a claim for deficiency of a power of Leader's commencement or completion of any foreclosure action, either judicially or by exercise of a power of GRANTOR'S WAIVERS.

JERMS: AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING OF ANY AND ALL OBLICATIONS OF GRANTOR AND BORROWER (FIRE THE NOTE, THIS ASSIGNMENT) lhie vericnweal is ciaem lo secake (i) byaweal of laf undebledaes vad (3) **lebrobwyace** (

attached to this Assignment. whether due now or later, including without limitation all kning from all leases described on any exhibit

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property,

existing, executed in connection with the Indebtedness. notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, as eements and documents, whether now or hereafter

The words "Related Decrinants" mean and include without limitation all promissory Related Documents.

"Property Definition" section.

The words "Real Property" nean the property, interests and rights described above in the Real Property. the "Assignment" section.

Property. The word "Property" means the real property, and all improvements thereon, described above in

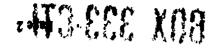
shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

rate equal to the Index, resulting in an initial rate of 8.500% per annum. NOTICE: Under no circumstances per annum. The interest this to be applied to the unpaid principal balance of this Assignment shall be at a The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8,500% modifications of senancings of, consolidations of, and substitutions for the promissory note or agreement. principal amount of \$850,000.000 from Borrower to Lender, together with all renewals of, extensions of, Note. The word "Note" means the promissory note or credit agreement dated July 21, 1997, in the original

Lender. The word "Lender" means Heritage Bank, its successors and assigns.

hereafter may become otherwise unenforceable.

hereafter may become barred by any statute of limitations, and whether such indebtedness may be or whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or contingent, liquidated or unliquidated and whether Botrower may be liable individually or jointly with others, unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender Indebiedness. The word "indebiedness" means all principal and interest payable under the Note and any



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possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGIO TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Conder may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lendy, may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the projection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may erice upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all thing: to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinancis and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grance, and to have all of the powers of Grantor for the purposes stated above.

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 no require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebteuress. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a rent of the Indebteuress secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

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 Borrower, 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 Borrower'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 Borrower), 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. If Grantor fails to comply with any provision of this Assignment.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights are collected by Lender, then Grantor in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor interocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in Dender and Collect and to negotiate the same and collect the proceeds. Payment by payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the

required to pay. Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be

RICHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Right to Cure. If such a failure is curable and if Grantor or Borrower has not been given a nettee of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cared (and no of such of Default will have occurred) if Grantor or Borrower, after Lender sends written notice decisanding cure detays, in the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, inimediately initiates attender within fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure requires more than fifteen (15) days, or (b) if the cure the care of the cure of the c

insecurity. Lender reasonably deems itself insecure.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Quarantor of any of the Indeptedences or any Guarantor dies or becomes incompetent, or revokes or displite under, any Guarantor of the Indeptedness. Lender, at its option, may, but stait not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under ore guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Foreclosure, Forfeiture, etc. Commencement of foreclesure or forfeiture proceedings, whether by judicial proceeding, self-help, reposzession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection anall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim up the basis of the inreclosure or forelecture proceeding, provided that Grantor gives Lender written active of such claim and lumishes reserves or a surety bond for the claim satisfactory to Lender.

Death or Insolvency. The dissolution or termination of Grantor or Borrower's existence as a going business or the death of any parmer, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or insolvency laws by or against Grantor or Deather Or

Other Defaults. Failure of Granto of Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Orthor or Borrower and Lender.

any time and for any reason.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or iten) at

False Statements. Any warrancy, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Assignment, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Default in faror of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security generated, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that respectively affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform respective obligations under this Assignment or any of the Related Documents.

Compliance Default. Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

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

under this Assignment:

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

proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Mote from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Mote and be apportioned among and be payable with any installment payments to be educing either (i) the term of any applicable and be payable with any installment payments to become due during either (i) the term of any applicable in this paragraph with any installment payment also (c) be treated as a balloon payment while be due and payable at the More's maturity. This Assignment also (c) be treated as a balloon payment while be due in payable at the More's maturity. This Assignment also rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender as any remedies to which Lender may be entitled on account of the default. Any such action by Lender as all all the date of the default and the default are constructed as curing the default so as to bar Lender from any remedy that it otherwise would have

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### ASSIGNMENT OF RENTS

(Continued)

payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender 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 protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a wriver 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 or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Express. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shell be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appear. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure un'il regard at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether o not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and applicable law. Borrower also will pay any court casts, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

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. 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.

Multiple Parties. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any nortgage, 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 Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision in all or 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 or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, 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 the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

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

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS

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My commission expires	Moteury Public, State of Illinois  Wotary Public, State of Illinois  Wotary Public, State of Illinois  Wotary Public, State of Illinois
Notary Public in and for the State of	DOV.M
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of the corporation.	July walnut
Trust Company Not Personally but as Trustee Trust #97-6131, and known to me to be authorize authority of its Bylaws or by resolution of its board on oath stated that they are authorized to execute the	before me, and undersigned Motary Public, personally et, Legard Trust Officer and Lasistant Secretary of Heritage Under Trust Agreement Dated May 30, 1997 and Known as a seems of the corporation that executed the Assignment of the for the uses and purposes more mentioned, and of directors, for the uses and purposes more mentioned, and of directors, for the uses and purposes more mentioned, and strength of directors, for the uses and purposes in the Masignment on behalf
COUNTY OF COOK	
STATE OF CLUMOW	
СОКРОК	ALE ACKNOWLEDGMENT
Authorized Signer, Assistant Sevetary GHWERAL RIDER ATTACHED HEREI EXCPRESSLY MADE A PART HEREI	ei ot: :a:
By: Authorized Signer, Jacop, Trust Officer	
Heritage Trust Company Not Personally but a Known as Trust 10/1-5131	s Trustee Under Trust Agreement Dated May 30, 1997 and U
GRANTOR:	Face 2003 of may 1 1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1
GRANTOR ACREES TO ITS TERMS.	O ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, A
under the Related Documents) unless such was on the part of Lender in exercising any right waivet by any party of a provision of this Astrict compliance tight otherwise to demand strict compliance Lender, nor any course of dealing between Let Lender is rights or any of Grantor or Borrowe by Lender is required in this Assignment, the constitute continuing consent to subsequent inst	der and Oranior of Borrower, small constitute a warrer of any future transactions. Whenever consent granting of such consent by Lender in any instance shall not ances where such consent is required.

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**VESIGNMENT OF RENTS** 

### LEGAL DESCRIPTION

### LOT 1 COMMON AREA:

LOT 1 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION OF LOTS 1 THROUGH 48 IN BLOCK 9 AND ALL THAT PART OF THE VACATED STREETS AND ALLEYS LYING ADJACENT TO AND ADJOINING SAID LOTS ALL IN ALPINE HEIGHTS, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPTING THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 89 DEGREES 46 MINUTES 34 SECONDS BAST, A DISTANCE OF 35.10 FEET; THENCE SOUTH OO DEGREES 13 MINUTES 26 SECONDS WEST, A DISTANCE OF 26,00 FEET TO A POINT OF BEGINNING: THENCE SOUTH 89 DEGREES 46 MINUTES 34 SECONDS BAST, A DISTANCE OF 190.00 FERT; THENCE SOUTH 00 DEGREES 13 MINUTES 26 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 89 DEGRESS 46 MINUTES 34 SECONDS WEST, A DISTANCE OF 95.00 FEET; THENCE NORTH 61 DEGREES 43 MINUTES 13 SECONDS WEST, A DISTANCE OF 34.00 FEET: THENCE NORTA 89 DEGREES 46 MINUTES 34 SECONDS WEST, A DISTANCE OF 65.00 FEET; THENCE NOPIN 00 DEGREES 13 MINUTES 26 SECONDS EAST, A DISTANCE OF 59.00 FRET TO THE POINT OF BEGINNING.

PART OF PIN 27-20-302-067-(000

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THAT PART OF LOT 2 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION OF LOTS 1 THROUGH 48 IN BLOCK 9 AND ALL THAT PART OF THE VACATED STREETS AND ALLEYS LYING ADJACENT TO AND ADJOINING SAID LOTS ALL IN ALPINE HEIGHTS, BRING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDUM, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8; THENCP NORTH 00 DEGREES, 00 MINUTES, 02 SECONDS WEST, A DISTANCE OF 11.92 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 58 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 00 MINUTES, 02 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 58 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 02 SECONDS EAST, A DISTANCE OF 35.00 FEET; THENCE SCUTA 89 DEGREES, 59 MINUTES, 58 SECONDS EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS UNIT 7 @ 16410 FRANCIS COURT.

PART OF 27-20-302-068-0000

### LOT 2 COMMON AREA:

LOT 2 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION OF LOTS 1 THROUGH 48 IN BLOCK 9 AND ALL THAT PART OF THE VACATED STREETS AND ALLEYS LYING ADJACENT TO AND ADJOINING SAID LOTS ALL IN ALPINE HEIGHTS, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8; THENCE NORTH 00 DEGREES, 00 MINUTES, 02 SECONDS WEST, A DISTANCE OF 11.92 FEET; THENCE NORTH 89

Proberty of Cook County Clark's Office

DEGREES, 59 MINUTES, 58 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES, 00 MINUTES, 02 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 58 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 02 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 58 SECONDS WEST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

PART OF 27-20-302-068-0000

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THAT PART OF LOT 3 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION OF LOTS 1 THROUGH 48 IN BLOCK 9 AND ALL THAT PART OF THE VACATED STREETS AND ALLEYS LYING PUJACENT TO AND ADJOINING SAID LOTS ALL IN ALPINE HEIGHTS, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 74.68 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 20.00 FRET TO A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS UNIT 13 @ 15:22 FRANCIS COURT

PART OF 27-20-302-069

LOT 3 COMMON AREA

LOT 3 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH. BEING A SUBDIVISION OF LOTS 1 THROUGH 48 IN BLOCK 9 AND ALL THAT PART OF THE VACATED STREETS AND ALLEYS LYING ADJACENT TO AND ADJOINING SAID LOTS ALL IN ALPINE HAIGHTS, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 9.68 FEET; THENCE NORTH 89 DEGRLES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 60 PEGREES 59 MINUTES 02 SECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

PART OF 27-20-302-069

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LOT 4 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION OF LOTS 1 THROUGH 48 IN BLOCK 9 AND ALL THAT PART OF THE VACATED STREETS AND ALLEYS LYING ADJACENT TO AND ADJOINING SAID LOTS ALL IN ALPINE HEIGHTS, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN. 27-20-302-070

9755112

THAT PART OF LOT 5 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 94870642 ON OCTOBER 7, 1994 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5; THENCE SOUTH 89 DEGREES, 47 MINUTES, 33 SECONDS EAST, A DISTANCE OF 99.89 FRET; THENCE NORTH 00 DEGREES, 12 MINUTES, 27 SECONDS EAST, A DISTANCE OF 25.00 FRET TO A POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 12 MINUTES, 27 SECONDS EAST, A DISTANCE OF 59.00 FRET; THENCE NORTH 62 DEGREES 08 MINUTES 06 SECONDS EAST, A DISTANCE OF 34.00 FRET; THENCE SOUTH 00 DEGREES, 12 MINUTES, 27 SECONDS WEST, A DISTANCE OF 75.00 FRET; THENCE NORTH 89 DEGREES, 47 MINUTES, 33 SECONDS WEST, A DISTANCE OF 30.00 FRET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS UNIT 20 @ 11135 RAVENGATE COURT

PART OF 27-20-302-071

THAT PART OF LOT 5 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, PROCEDUMENT NUMBER 94870642 ON OCTOBER 7, 1994 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5; THENCE SOUTH 89 DEGREES, 47 MINUTES, 33 SECONDS EAST, A DISTANCE OF 159.89 PEET; THENCE NORTH 00 DEGREES, 12 MINUTES, 27 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE NORTH 00 DEGREES, 12 MINUTES, 27 SECONDS FAST. A DISTANCE OF 75.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 00 DEGREES, 12 MINUTES, 27 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 89 DEGREES, 47 MINUTES, 33 SECONDS WEST, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS UNIT 23 @ 11129 RAVENGATE COURT

PART OF 27-20-302-071

LOT 5 COMMON AREA

LOT 5 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED AS DOCUMENT NUMBER 94870642 ON OCTOBER 7, 159, EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5; THENCE SOUTH 89 DEGRIES. 47 MINUTES, 33 SECONDS EAST, A DISTANCE OF 34.89 FEET; THENCE NORTH 00 DEGREES, 12 MINUTES, 27 SECONDS EAST, A DISTANCE OF 25.00 FEET TO A POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 12 MINUTES, 27 SECONDS EAST, A DISTANCE OF 59.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 65.00 FEET; THENCE NORTH 62 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 34.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 33 SECONDS EAST, A DISTANCE OF 95.00 FEET; THENCE SOUTH 00 DEGREES, 12 MINUTES, 27 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 89 DEGREES, 47 MINUTES, 33 SECONDS WEST, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING.

PART OF 27-20-302-071

THAT PART OF LOT 6 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION OF LOTS 1 THROUGH 48 IN BLOCK 9 AND ALL THAT PART OF THE VACATED STREETS AND ALLEYS LYING ADJACENT TO AND ADJOINING SAID LOTS ALL IN ALPINE HEIGHTS, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 45.11 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 58 SECONDS HAST, A DISTANCE OF 20.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS HAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 58 MINUTES 02 SECONDS HAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS UNIT 25 @ 16427 FRANCIS COURT

PART OF 27-20-302-072

LOT 6 COMMON AREA

LOT 6 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION OF LOTS 1 THROUGH 48 IN BLOCK 9 AND ALL THAT PART OF THE VACATED STREETS AND ALLEYS LYING ADJACENT TO AND ADJOINING SAID LOTS ALL IN ALPINE HEIGHTS, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 10.11 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 50 SECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE NORTH 00 DEGREES 59 MINUTES 50 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT CF BEGINNING.

PART OF 27-20-302-072

THAT PART OF LOT 7 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 94870642 ON OCTOBER 7, 1994 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 44.94 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58

SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE MORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS UNIT 28 @ 16419 FRANCIS COURT

PART OF 27-20-302-073

LOT 7 COMMON AREA

LOT 7 IN ALPINE HEIGHTS TOWNHOMES P.U.D. NORTH, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED AS DOCUMENT NO. 94870642 ON OCTOBER 7, 1994 EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 9.94 FEET; THENCE SOUTH 89

DEGREES 59 MINUTES 58 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT OF BEGINNING. THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS EAST, A DISTANCE OF 75 00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

PART OF 27-20-302-073

LCT 8 COMMON AREA

LOT 8 IN ALPINE HEIGHTS TOWNHOMES P.U.D MORTH, BEING A SUBDIVISION OF LOTS 1 THROUGH 48 IN BLOCK 9 AND ALL THAT PART OF THE VACATED STREETS AND ALLEYS LYING ADJACENT TO AND ADJOINING SATD LOTS ALL IN ALPINE HEIGHTS, BEING A SUBDIVISION IN SECTION 20, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 8; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS WEST, A DISTANCE OF 18.39 FEET; THENCE SOUTH 89 DEGREES, 59 MINUTES, 58 SECONDS EAST, A DISTANCE OF 20.00 PEET TO A POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 59 MINUTES, 58 DECONDS EAST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 02 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEGREES, 59 MINUTES, 58 SECONDS WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 10 DEGREES, 00 MINUTES, 02 SECONDS EAST, A DISTANCE OF 100.00 FEET TO 1NE PCINT OF BEGINNING.

PART OF 27-20-302-074

#### GENERAL RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, and nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and for purposes of liability limited to that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be esserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this warranty, indemnity, account of any instrument or on representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and C/O/X/S O/FICO released.

HERITAGE TRUST COMPANY

-Assistant Trust Officer

Assistant Secretary