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RECORDATION REQUESTED BY:

PINNACLE BANK
6000 W. Cermak Rd.
Cicero, IL 60804

97554259

WHEN RECORDED MAIL TO:

Pinnacle Bank Group
Loan Operations Department
P.O. Box 1136
La Grange Park, IL 60526

DEPT-01 RECORDING \$39.50
T#0014 TRAN 3920 07/31/97 14:03:00
\$2121 + JW #97-554259
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: Pinnacle Bank
6000 W. Cermak Road
Cicero, IL 60804

1st AMERICAN TITLE order #

295 Op
C104798
28204

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JULY 30, 1997, between AB FUND III JOINT VENTURE, whose address is 633 SKOKIE BLVD. #307, NORTHBROOK, IL 60062 (referred to below as "Grantor"); and PINNACLE BANK, whose address is 6000 W. Cermak Rd., Cicero, IL 60804 (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 Attached Exhibit "A"

The Real Property or its address is commonly known as 208-232 N. Oak Park Avenue, Oak Park, IL 60302. The Real Property tax identification number is See Attached Exhibit "A".

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

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 AB FUND III JOINT VENTURE.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent,

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Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in

the Property.

recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

from the tenants or form any other persons liable for the Rents, including such proceedings as may be necessary to recover possession of the Property, all of the Rents; interest and carry on all legal proceedings after the Property.

Notes to Tenants. Lender may enter upon and take possession of the Property; demand, collect and receive assignments to be paid directly to Lender or Lender's agent.

given and granted the following rights, powers and authority:

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect the Rents. For this purpose, Lender is hereby

given and granted the following rights, powers and authority:

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.

NO FURTHER ASSIGNMENT. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

NO PRIOR ASSIGNMENT. Grantor has not assigned or conveyed the Rents into this Assignment and to assign and convey the Rents to Lender.

RIGHT TO ASSIGN. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey to Assignee the Rents under this Assignment.

AND CLAIMS EXCEPT AS DISCLOSED TO RECEIVE THE RENTS FREE AND CLEAR OF ALL RIGHTS, LOANS, LIENS, ENCUMBRANCES, OWNERSHIP. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances,

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PARTIES. With respect to the

Rents, Grantor represents and warrants to Lender that:

GRANTOR IS PROVIDED BELOW AND SO LONG AS THERE IS NO DEFAULT UNDER THIS ASSIGNMENT, GRANTOR MAY EXERCISE THE RIGHT TO COLLECT THE RENTS OR CONTROL OF, AND OPERATE AND MANAGE THE PROPERTY AND COLLECT THE RENTS AS PROVIDED IN A CONTRACT OF, AND AGREEMENTS, ENVIRONMENTAL AGREEMENTS, GUARANTEES, SECURITY AGREEMENTS, PERIODIC PAYMENTS, AMOUNTS SECURED BY THIS ASSIGNMENT, AS THEY BECOME DUE, AND SHALL STRICTLY PROCEED IN A BANKRUPTCY PROCEEDING.

GRANTOR SHALL PAY TO LENDER ALL OBLIGATIONS SECURED BY THIS ASSIGNMENT UNLESS AND INCLUSIVE OF THIS ASSIGNMENT OR ANY RELATED DOCUMENT, EXCEPT AS OTHERWISE PROVIDED IN THIS ASSIGNMENT OR ANY RELATED DOCUMENT.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Rent or "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

OF ANY AND ALL OBLIGATIONS SECURED THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE

RENT. The word "Rents" mean all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

REAL PROPERTY. The word "Real Property" mean the real property, interests and rights described above in the Assignment section.

REAL PROPERTY DEFINITION. The maximum rate allowed by applicable law.

INTEREST RATE. The interest rate is a variable interest rate based upon an index, together defining in an initial rate equal to the index, subject however to the following minimum and maximum rates, resulting in an initial rate of 8.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be less than 8.000% per annum or more than (except for any higher default rate shown below) the lesser of 9.500% per annum or the maximum rate allowed by applicable law.

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ASSIGNMENT OF RENTS (Continued)

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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 or fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances 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 Grantor 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 not 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'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 Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness 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 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 unpaid 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, or if any action or 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 Note 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 Note and be apportioned among and be payable with any subsequent payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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.

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

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor 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.

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 lien) at any time and for any reason.

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

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of

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ASSIGNMENT OF RENTS (Continued)

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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; Corporate Authority. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. 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 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 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 invalid 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 Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or 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 prejudice 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 Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

AB FUND III JOINT VENTURE

By:


Arnold Kaplan, Venturer

CS245526

By:


William Planek, Venturer

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Property of Cook County Clerk & Coroner

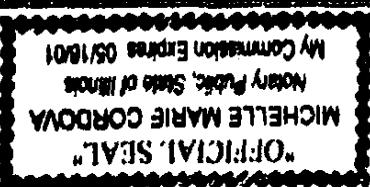
IL-314 1526.LN.CA.OVL
LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.24 (c) 1997 CFI PROCESSING, INC. All rights reserved.

My commission expires 5-16-01

Notary Public in and for the State of Illinois
Residing at 1319 East 8th St. Beloit, WI 54610
On the 28 day of July, 1997, before me, the undersigned Notary Public, personally appeared Arnold K. Venter, Venter; William Planek, Venter; and William Greenogos, Venterer of AB FUND III JOINT VENTURE, and known to me to be authorized agents of the corporation that executed the Assignment of Rents and Acknowledged this Assignment to be free and voluntary act and deed of the depositor, by authority of the Board of Directors, for the uses and purposes herein mentioned, by my Commission Enterprise, Notary Public, State of Illinois

My Commission expires 5-16-01

of this corporation.



CORPORATE ACKNOWLEDGMENT

By: William Greenogos, Venter

07-30-1997

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Units 1G, 2G, 3G, 1H, 2H, 3H, 1J, 2J, 1K, 2K, 3K, 1L, 3L, 1M, 2M, 3M, 1N, 2N, 3N, 1O, 2O, 3O, 1Q, 3Q, 1R, 2R, 3R, 1S, 2S, 3S, 1T, 2T, 1U, 2U, 3U, 1Y, 2Y, 3Y, 1Z, 2Z, 1AA, 2AA, 3AA, 1BB, 2BB, 3BB, 1CC, 2DD, 3DD, 1EE, 2EE, 3EE, 1FF, 2FF, 3FF, 1GG, 2GG, 3GG, 1HH, 2HH, 3HH, 1II, 2II, 3II, P1, P2, P3, P4, P5, P6, P7, P9, P10, P11, P12, P13, P14, P15, P18, P19, P21, P22, in the Santa Maria Condominiums as delineated on a survey of Lots 1, 2 and 3 in Owner's Subdivision of the West 223.5 feet and the South 10 feet of the East 54.1 feet of the West 277.6 feet of lot 3 and west 277.6 feet of lot 2 (except the south 115 feet of the East 81.6 feet of the West 261.6 feet of said lot 2) of James W. Scoville Subdivision of the West half of the North East Quarter of Section 7, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "D" to the Declaration of Condominium ownership recorded May 29, 1996 as document #96402515 as amended from time to time, together with an undivided percentage interest in the common elements appurtenant to said unit, as set forth in said Declaration

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UNIT #	PIN #
1G	16-07-212-010-1019
2O	16-07-212-010-1020
3G	16-07-212-010-1021
1H	16-07-212-010-1022
2H	16-07-212-010-1023
3H	16-07-212-010-1024
1J	16-07-212-010-1028
2J	16-07-212-010-1029
1K	16-07-212-010-1031
2K	16-07-212-010-1032
3K	16-07-212-010-1033
1L	16-07-212-010-1034
2L	16-07-212-010-1036
1M	16-07-212-010-1037
2M	16-07-212-010-1038
3M	16-07-212-010-1039
1N	16-07-212-010-1040
2N	16-07-212-010-1041
3N	16-07-212-010-1042
1O	16-07-212-010-1043
2O	16-07-212-010-1044
3O	16-07-212-010-1045
1Q	16-07-212-010-1049
3Q	16-07-212-010-1051
1R	16-07-212-010-1052
2R	16-07-212-010-1053
3R	16-07-212-010-1054
1S	16-07-212-010-1055
2S	16-07-212-010-1131
3S	16-07-212-010-1056
1T	16-07-212-010-1057
3T	16-07-212-010-1059
1U	16-07-212-010-1060

Property of COOK County Clerk's Office

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2U	16-07-212-010-1061
3U	16-07-212-010-1062
1Y	16-07-212-010-1072
2Y	16-07-212-010-1073
3Y	16-07-212-010-1074
1Z	16-07-212-010-1075
2Z	16-07-212-010-1076
1AA	16-07-212-010-1078
2AA	16-07-212-010-1079
3AA	16-07-212-010-1080
1BB	16-07-212-010-1081
2BB	16-07-212-010-1082
3BB	16-07-212-010-1083
1CC	16-07-212-010-1084
1DD	16-07-212-010-1087
2DD	16-07-212-010-1088
3DD	16-07-212-010-1089
1EE	16-07-212-010-1090
2EE	16-07-212-010-1091
3EE	16-07-212-010-1092
1FF	16-07-212-010-1093
2FF	16-07-212-010-1094
3FF	16-07-212-010-1095
1GG	16-07-212-010-1096
2GG	16-07-212-010-1098
2HH	16-07-212-010-1132
3HH	16-07-212-010-1100
2II	16-07-212-010-1102
3II	16-07-212-010-1103
P1	16-07-212-010-1111
P2	16-07-212-010-1112
P3	16-07-212-010-1113
P4	16-07-212-010-1114
P5	16-07-212-010-1115

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P6	16-07-212-010-1116
P7	16-07-212-010-1117
P8	16-07-212-010-1118
P9	16-07-212-010-1119
P10	16-07-212-010-1120
P11	16-07-212-010-1121
P12	16-07-212-010-1122
P13	16-07-212-010-1123
P14	16-07-212-010-1124
P15	16-07-212-010-1125
P16	16-07-212-010-1126
P19	16-07-212-010-1129
P21	16-07-212-010-1133
P22	16-07-212-010-1134

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