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PREPARED BY:

Kenneth J. O'Malley
(DOC PREP Center)

97097353

WHEN RECORDED RETURN TO:

The First National Bank of Chicago
One South Northwest Highway
Park Ridge, Illinois 60068
ATTN: Lauretta M. Burke

DEPT-01 RECORDING \$25.50
T#0011 TRAN 5398 02/11/97 09:16:00
43277 + KP *-97-097353
COOK COUNTY RECORDER

25 9/10



Assignment of Real Estate Leases and Rentals

Assignment dated January 16, 1997, by Ekrem Bumbur and Murka Bumbur, Husband and Wife ("Mortgagor") whose address is 1185 Boxwood, Mt. Prospect to The First National Bank of Chicago ("Bank") whose address is One First National Plaza, Chicago, Illinois 60670.

Mortgagor has executed and delivered to Bank a Mortgage on the following described real property (the "Premises"),

Land located in the City of Mt. Prospect, Cook County, Illinois:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Commonly known as: 1185 Boxwood, Mt. Prospect, Illinois 60056,

Tax Parcel Identification No.: 03-27-403-040-0000

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PROPERTY SERVICES # 82-667 Page 2 of 2

For the purpose of further securing the Mortgage and the underlying debt secured by the Mortgage ("the Debt"), Mortgagor assigns to the Bank all leases now in existence or executed at a later date, either oral or written, and all extensions, renewals and replacements of the leases, or holdovers under the leases, and all rents and security deposits derived from the Premises and the buildings and improvements on it. Copies of existing leases and lease amendments have been delivered to the Bank. Mortgagor will provide copies of any future leases and lease amendments to Bank.

The Bank shall have complete authority in case of default in the terms of the Mortgage or the Debt to demand and collect the rents, to take possession of the Premises without having a receiver appointed, to rent and manage the premises and to apply the net proceeds of the rent toward the Debt secured by the Mortgage until it is paid in full, or until title is obtained through foreclosure or otherwise. The Mortgagor consents to the appointment of a receiver if this is believed necessary by the Bank. Taking possession of the Premises or collecting rent shall not constitute a cure or waiver of any existing default.

MORTGAGOR REPRESENTS AND COVENANTS AS FOLLOWS:

1. Mortgagor will fulfill and perform its obligations under all leases and give Bank prompt notice of any default in the performance of the terms and conditions of the leases by either Mortgagor or tenant, together with copies of notices sent or received by Mortgagor in connection with any lease.
2. Mortgagor shall not in any way amend, assign, cancel or terminate any lease, except a surrender, nor accept any payment of rent more than one month in advance, without the prior written consent of the Bank, except that Mortgagor may increase lease rentals without the Bank's consent.
3. Mortgagor will defend or prosecute any action growing out of any lease at the Mortgagor's cost and expense.
4. The Bank may but shall not be required to make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of the Mortgagor under any lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. Mortgagor will, immediately upon demand, reimburse the Bank for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Debt, all of which shall be added to the Debt.
5. Mortgagor has not previously assigned any of its rights under any lease; it has not accepted rent more than 30 days in advance of accrual; there is no present default by any tenant; all existing leases are in full force and effect and unmodified, except as shown; and to the best of its knowledge, no person or entity other than authorized tenants is in possession of the Premises.
6. The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease and Mortgagor

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agrees to indemnify the Bank and hold it harmless from all liability or damage which it may incur under any lease and from all claims and demands which may be asserted against it by reason of any alleged obligation on its part to perform any terms of any lease. Should Bank incur any liability, damages or costs associated with its defense, all such amounts shall be secured by this Assignment and the Mortgage and Mortgagor shall immediately reimburse the Bank upon demand for all such amounts together with interest at the highest rate permitted by any instrument evidencing any of the Debt.

7. Mortgagor covenants not to execute any other assignment of the leases or lease rentals as security for any debt without the prior written consent of Bank.

Any notice which either party may give or is required to give under this Assignment, shall be made in writing and shall be effective when sent as registered mail, postage prepaid, addressed to the other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing.

If any provision of this Assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Assignment. No waiver by the Bank of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any other right or remedy of the Bank, nor affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Mortgagor, and all rights and remedies of the Bank are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Assignment shall be joint and several.

This assignment shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

WAIVER OF JURY TRIAL: The Bank and the Mortgagor after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally, waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Assignment or any related instrument or agreement or any of the transactions contemplated by this Assignment or any course of conduct, dealing, statements, (whether oral or written) or actions of either of them. Neither the Bank nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Mortgagor except by a written instrument executed by both of them.

Executed by the Mortgagor on the date first written above.

MORTGAGOR:

Ekrem Bamber
Ekrem Bamber
Murka Bamber

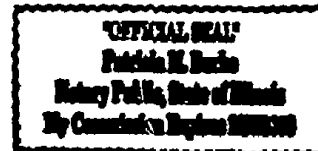
State of Illinois)
County of Cook) SS

I, PATRICIA M. BURKE, a Notary Public in and for said County and State, do hereby certify that ERKEM BAMBUR & MURKA BAMBUR personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that the 4 signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 21st day of JANUARY, 1999.

My Commission Expires: _____
Patricia M. Burke, Notary Public

Edward J. O'Malley/MS18
NSD 141-2022 10/94 (NS20360)



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EXHIBIT "A"

Parcel 1: ALL THAT PART OF LOTS 1033 TO 1041, BOTH INCLUSIVE, TAKEN AS A TRACY, IN BRICKMAN MANOR FIRST ADDITION UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPLE MERIDIAN, IN COOK, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 117.83 FEET TO A POINT FOR PLACE OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 50.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 86.50 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 32.68 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 71.25 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 22.90 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 102.55 FEET TO THE WESTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 32.71 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 108.06 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 19.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 117.75 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 9.44 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 40.00 FEET TO THE PLACE OF BEGINNING.

Parcel 2: GRANTORS ALSO HEREBY GRANT TO THE MORTGAGEE, ITS SUCCESSORS OR ASSIGNS AS EASEMENT TO THE DESCRIBED REAL ESTATE, THE EASEMENTS SET FORTH IN THE PLAT AND GRANT OF EASEMENTS RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 21834571 AND GRANTORS MAKE THIS CONVEYANCE SUBJECT TO THE EASEMENT AND RESERVED FOR THE BENEFIT OF ADJOINING PARCELS IN SAID DECLARATION, WHICH IS INCORPORATED HEREIN THEREOF FOR BENEFIT OF THE REAL ESTATE ABOVE DESCRIBED AND ADJOINING PARCELS.

Commonly known as: 1185 Boxwood, Mt. Prospect

Tax Parcel Identification No.: 03-27-040-0000

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Property of Cook County Clerk's Office

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