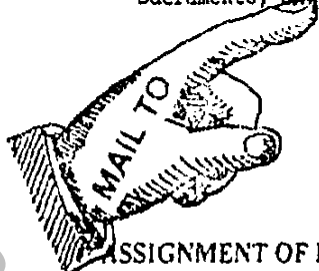


97147219 97147219

Recording Requested By: THE MONEY STORE INVESTMENT CORPORATION

When Recorded Mail To: THE MONEY STORE INVESTMENT CORPORATION  
Attention: Sandy Dehn  
P.O. Box 162247  
Sacramento, CA 95816-2247



DEPT-01 RECORDING \$27.50  
T#0009 TRAN 7448 03/04/97 15:24:00  
#8377 BK \*-97-147219  
COOK COUNTY RECORDER

ASSIGNMENT OF LEASE AND RENTS (LESSOR'S INTEREST)

THIS AGREEMENT is made August 30, 1996, by and between The Money Store Investment Corporation, as Assignee, and JEFFREY B. SEGALL as Lessor and Assignor.

2750  
2400  
C/A

RECITALS

- A. Assignor and LAW OFFICES OF JEFFREY B. SEGALL, LTD. have entered into that certain real property lease dated JULY 18, 1996 as Lessor and Lessee, respectively, for the rental of those certain premises described as: 4150 W. Armitage, Chicago, IL 60639, Lot 23 in Block 3 in the Subdivision of the West 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 34, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (the "Premises"). Said lease, together with any extensions, amendments, modifications and guarantees thereof, shall be referred to herein as the "Lease". 13-34-229-031
- B. Assignor desires to obtain a loan from Assignee in the principal sum of \$ 179,000.00 (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.

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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

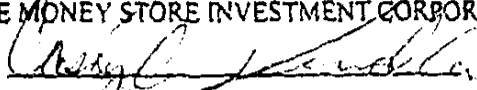
1. **Assignment of Lease Interest.** Assignor hereby absolutely and irrevocably assigns to Assignee, with the right of reassignment, all of the rights, title and interest of Assignor in and to the Lease, including, without limitation, all rent, income and profits derived therefrom, for the purpose of 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.
2. **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.

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3. *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 A. Pendlay, Assistant Vice President

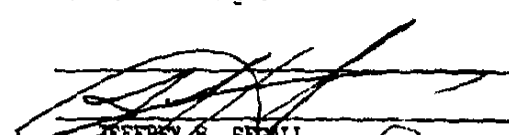
"Lessee" (Alter ego loans only)

LAW OFFICES OF JEFFREY B. SEGALL, LTD.

By:   
Jeffrey B. Segall, President

Witness: 

"Lessor and Assignor"

  
JEFFREY B. SEGALL

Witness: 

SIGNATURES MUST BE NOTARIZED!

of Cook County Clerk's Office

971147819

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State of California                    }  
  } ss.  
County of Sacramento                }

On August 28, 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.

*Sovia Greer*

Signature of Notary Public



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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS                    )  
  )ss.  
COUNTY OF LAIKE                    )

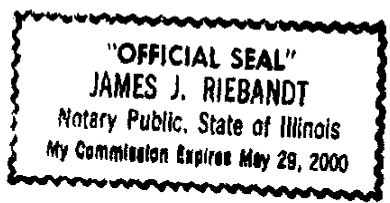
I, James J. Riebandt, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, JEFFREY B. SEGALL, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged that he signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, including the waiver of rights of redemption and waiver of all rights and benefits under and virtue of the homestead exemption laws of this state.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 30th DAY OF August 1996.

(NOTARIAL SEAL)                    James J. Riebandt  
  Notary Public

My commission expires: May 29, 2000

This Instrument prepared by:  
  
Sandy Dehn, Loan Processor  
  
THE MONEY STORE INVESTMENT CORPORATION  
3301 "C" Street, Suite 301  
Sacramento, CA 95816



ATTORNEYS' NATIONAL TITLE NETWORK  
799 ROOSEVELT ROAD SUITE 9  
GLEN ELLYN, ILLINOIS 60137

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# UNOFFICIAL COPY

## CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 )ss.  
COUNTY OF LAKE )

I, JAMES J. RIEBANDT, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, Jeffrey B. Segall, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND PERSONALLY KNOW TO ME TO BE THE President, RESPECTIVELY, OF LAW OFFICES OF JEFFREY B. SEGALL, LTD. AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED THE SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL AND THE SAID INSTRUMENT WAS SIGNED, SEALED AND DELIVERED IN THE NAME AND ON BEHALF OF SAID CORPORATION BY THE AUTHORITY OF THEIR STOCKHOLDERS AND BOARD OF DIRECTORS AND THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES SET FORTH, INCLUDING THE WAIVER OF RIGHTS REDEMPTION AND WAIVER OF ALL RIGHTS AND BENEFITS UNDER AND BY VIRTUE OF THE HOMESTEAD EXEMPTION LAWS OF THIS STATE.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 30th DAY OF August 1996.

(Notarial seal)

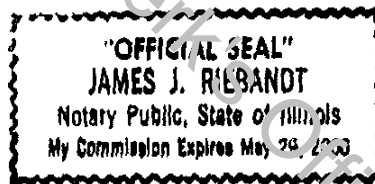
James J. Riebandt  
NOTARY PUBLIC

My commission expires: MAY 29, 2000

This instrument prepared by:

Sandy Dehn, Loan Processor

THE MONEY STORE INVESTMENT CORPORATION  
3301 "C" Street, Suite 301  
Sacramento, CA 95816



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