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. DEPT-01 RECORDING 837.00
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. #0614 + CG #-97-228205
. COOK COUNTY RECORDER

Above space for Recorder's use

THIS INSTRUMENT PREPARED BY:) David H. Hight, Esq.
) McBride Baker & Coles
) Suite 1000
) One Mid America Plaza
MAIL THIS INSTRUMENT TO:) Oakbrook Terrace, IL 60181

37

ASSIGNMENT OF LEASES, RENTS AND PROFITS

KNOW ALL MEN BY THESE PRESENTS, that whereas, COMMUNITY HOME BUILDERS, INC., an Illinois corporation (hereinafter referred to as the "Assignor") has executed a mortgage (the "Mortgage") to secure an indebtedness to the LASALLE NORTHWEST NATIONAL BANK, a national banking association, its successors and assigns (hereinafter collectively referred to as "Assignee"), conveying Assignor's fee simple interest in the real estate legally described on Exhibit A attached hereto (which real estate is hereinafter referred to as the "Premises") and which is evidenced by the following: (a) a Revolving Credit Note in the principal amount of \$750,000.00, (b) a Standby Letter of Credit issued by Assignee in favor of the City of Chicago in the amount of \$185,000.00, both of even date herewith, and

BOX 333

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(c) the Application for Standby Letter of Credit executed by Assignor dated _____, 1997 (collectively the "Obligation");

WHEREAS, Assignee is the legal owner and holder of the Obligation and Mortgage; and

WHEREAS, Assignor, in order to further induce Assignee to grant the aforesaid credit to Assignor, has executed this Assignment of Leases, Rents and Profits (the "Assignment of Rents") in favor of Assignee.

NOW, THEREFORE, it is mutually agreed by and between Assignee and Assignor as follows:

1. In order further to secure (i) the payment of the principal and interest due on the Obligation and any and all costs, fees, charges and advances made or incurred by Assignee pursuant to the terms of the Obligation, and any other agreements, instruments and documents heretofore, now or from time to time hereafter executed with respect to the loan evidenced by the Obligation (the "Security Documents"), (ii) the payment of any other indebtedness or liability of Assignor to Assignee under the Obligation and Security Documents, now or hereafter arising, and (iii) the performance and discharge of each and every term, covenant and condition of Assignor contained in the Security Documents (collectively, the "Indebtedness"), and in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to the Assignor, the receipt of which is hereby acknowledged, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of the Assignor in and to all leases now existing or hereafter entered into by the Assignor in connection with the operation of the Premises, and does hereby further sell, assign, transfer and set over unto Assignee all of the rents, issues and profits of the Premises ("Rents"), and acknowledges that this Assignment is intended as an absolute assignment effective immediately. Notwithstanding the foregoing, until an Event of Default has occurred under any of the Security Documents (the occurrence of a default and the continuation of such default beyond any applicable cure or grace period), Assignor may receive, collect, retain and enjoy any and all Rents accruing from the Premises.

2. In furtherance of the foregoing Assignment of Rents, Assignor hereby authorizes Assignee by its employees or agents, at its option (to the extent permitted under applicable law), after the occurrence of an Event of Default under any of the Security Documents, to enter upon the Premises, to collect the Rents accrued but unpaid and in arrears at the date of such default, as well as the Rents thereafter accruing and becoming payable.

3. Assignor also hereby authorizes Assignee upon such entry of the Premises at its option, to take over and assume the management, operation and maintenance of the Premises, and to perform all acts necessary and proper and to expend such sums out of the

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income of the Premises as may be needful in connection therewith, in the same manner and to the same extent as the Assignor theretofore might do, including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases or to make concessions to tenants and the undersigned hereby release all claims against Assignee arising out of such management, operation and maintenance, excepting (i) the liability of Assignee to account as hereinafter set forth, and (ii) any and all claims arising out of the bad faith, gross negligence, or willful misconduct of the Assignee.

4. Assignee shall, after payment of all reasonable property charges and expenses, including reasonable and customary compensation to such managing agent as it shall select and employ, and after the accumulation of a reserve to meet taxes, and assessments, water, rents and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the Premises, by virtue of this Assignment of Rents to any indebtedness or liability of Assignor to Assignee under the Obligation and the Security Documents, but the manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of Assignee. Said manner of application of such net income by Assignee shall include the right, but not the duty, of Assignee to apply said net income or any part thereof to the account of any Mortgage on the Premises. Assignee shall not be accountable for more monies than it actually receives from the Premises; nor shall it be liable for failure to collect Rents. Assignee shall make reasonable effort to collect Rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent Rents shall be prosecuted.

5. Assignor hereby covenants and warrants to Assignee that Assignor has not executed any still outstanding prior assignment or pledge of the rentals of the Premises, nor any still outstanding prior assignment or pledge of their landlord's interest in any lease of the whole or any part of the Premises. Assignor also hereby covenants and agrees not to collect the Rents of the Premises in advance other than as required to be paid in advance by the terms of any rental agreement and further agrees not to do any other act which would materially destroy or impair the benefits to Assignee of this Assignment of Rents.

6. Assignor agrees that an entry upon the Premises by Assignee or its agents under the terms of this instrument shall not constitute Assignee a "mortgagee in possession."

7. This Assignment of Rents shall remain in full force and effect as long as any portion of the Indebtedness remains unpaid.

8. The provisions of this instrument shall be binding upon the undersigned and their legal representatives, successors or assigns and upon Assignee and its successors and assigns. The word "Assignor" shall be construed to mean any one or more persons or parties who are holders of the leasehold or the legal title or equity of redemption to or in the Premises. The term "Mortgage" shall be construed to mean the instrument securing the Indebtedness, owned and held by Assignee.

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9. It is understood and agreed that a full and complete release of the Mortgage shall operate as a full and complete release of all Assignee's rights and interest hereunder, and that after the Mortgage has been fully released this instrument shall be void and of no further effect.

10. This Assignment of Rents shall be construed according to the internal laws and not the conflicts of law rules of the State of Illinois.

IN WITNESS WHEREOF, the undersigned has executed this Assignment by proper person(s) duly authorized on this 27 day of FEBRUARY, 1997.

ASSIGNOR:

MORTGAGOR:

COMMUNITY HOME BUILDERS, INC.,
an Illinois corporation

By: Keith M. Keating

Its: Vice President / Secretary

ATTEST:

By: [Signature]

Its: Recorder's Office

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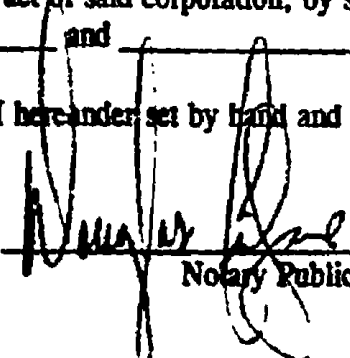
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CORPORATE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

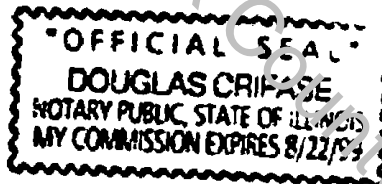
On this, the ____ day of _____, 1997, before me, the undersigned officer, personally appeared _____ and _____ who acknowledged themselves to be the _____ and _____ of Community Home Builders, Inc., an Illinois corporation, and that they as such _____ and _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained as the free and voluntary act of said corporation, by signing the name of the corporation, by themselves as _____ and _____.

IN WITNESS WHEREOF, I hereunder set by hand and official seal.



 Notary Public

My Commission Expires: _____



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EXHIBIT B

PARCEL 1:

LOT 28 IN W.P. CURTIS' RESUBDIVISION OF LOTS 1, 8, 9, 16, AND 17 IN JOY AND FRISBEE'S SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2258 S. HOMAN, CHICAGO, ILLINOIS

PERMANENT INDEX NO.: 16-26-203-033-0000

PARCEL 2:

LOT 27 IN W.P. CURTIS' RESUBDIVISION OF LOTS 1, 8, 9, 16, AND 17 IN JOY AND FRISBEE'S SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2252 S. HOMAN, CHICAGO, ILLINOIS

PERMANENT INDEX NO.: 16-26-203-032-0000

PARCEL 3:

LOT 26 IN W.P. CURTIS' RESUBDIVISION OF LOTS 1, 8, 9, 16, AND 17 IN JOY AND FRISBEE'S SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2252/2258 S. HOMAN, CHICAGO, ILLINOIS

PERMANENT INDEX NO.: 16-26-203-032-0000

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PENDING DISBURSEMENTS AGREEMENT

This PENDING DISBURSEMENTS AGREEMENT (this "Agreement") is made as of _____, 1997, by and between Community Home Builders, Inc., an Illinois corporation ("Borrower") and LaSalle Northwest National Bank, a national banking association, (the "Bank").

WITNESSETH:

WHEREAS, Borrower has executed a Revolving Credit Note of even date herewith (the "Note") in the principal amount of \$750,000.

WHEREAS, the Bank has issued a standby Letter of Credit (the "Letter of Credit") in favor of the City of Chicago in the amount of \$185,000.00 (the Note and the Letter of Credit as hereinafter referred to collectively as the "Loan").

WHEREAS, the Obligation is secured by a Revolving Line of Credit Mortgage and Security Agreement (the "Mortgage") and an Assignment of Leases, Rents and Profits, each of even date herewith;

WHEREAS, the Loan was extended pursuant to that certain Construction Loan Agreement, also of even date herewith (the "Loan Agreement") which requires that certain items be delivered to the Bank on or prior to Closing Date of the Loan;

WHEREAS, since the Loan has been or is about to be closed and certain of those items are not yet available for delivery to the Bank, the parties have agreed to certain special terms and conditions regarding the disbursement of the Loan;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Even though all of the items required under said Loan Agreement have not been delivered to the Bank, the Bank agrees to disburse _____ Dollars (\$_____) under the Note and to extend credit under the Letter of Credit at closing on _____, 1997, upon the condition that the items listed on Exhibit A attached hereto be delivered to and received by the Bank, in form and content reasonably satisfactory to the Bank, not later than the dates set forth in said Exhibit A.

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2. In the event the aforementioned items are not received by said dates, the Bank may, at its option, declare said Loan and any other loan document executed in connection therewith to be in default and exercise its rights under the Mortgage or any other loan document. Under no circumstances shall the Bank be obligated to disburse additional funds pursuant to the Loan Agreement until the items listed on Exhibit A are so delivered to and received by the Bank.

3. All other terms and provisions of said Loan shall remain in full force and effect.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, successors and assigns.

5. Capitalized terms used in this Agreement and not otherwise defined shall have the same meanings as in the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

JASALLE NORTHWEST NATIONAL BANK, a
national banking association

By: _____
Name: _____
Its: _____

COMMUNITY HOME BUILDERS, INC., an
Illinois corporation

By: Keith M. Keat
Its: Vice President / Mortgage

ATTEST:
By: James W. Keating
Its: President

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