

RECORDATION REQUESTED BY:

Metropolitan Bank & Trust Company
2201 W. Cermak Road
Chicago, IL 60608-3996

WHEN RECORDED MAIL TO:

Metropolitan Bank & Trust
Company
2201 W. Cermak Road
Chicago, IL 60608-3996

SEND TAX NOTICES TO:

Metropolitan Bank & Trust Company
2201 W. Cermak Road
Chicago, IL 60608-3996

FOR RECORDER'S USE ONLY

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This Assignment of Rents prepared by: Metropolitan Bank & Trust Co.
2201 W. Cermak Rd.
Chicago, IL 60608

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED FEBRUARY 17, 1998, between LaSalle National Bank successor Trustee to LaSalle National Trust, N.A. successor trustee to LaSalle National bank successor trustee to Exchange National bank of Chicago as trustee and not personally under trust No. 10-22878-09, whose address is 136 S. LaSalle St., Chicago, IL 60603 (referred to below as "Grantor"); and Metropolitan Bank & Trust Company, whose address is 2201 W. Cermak Road, Chicago, IL 60608-3996 (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:

PARCEL 2: THE NORTH 1/2 OF LOT 4 IN BLOCK 20 IN DUNCAN ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 314-316 South Halsted Street, Chicago, IL 60661. The Real Property tax identification number is 17-17-228-013-0000.

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.

Borrower. The word "Borrower" means A. 10-27528-09 B. 10-22878-09 and Athenian Garden, Inc..

Existing indebtedness. The words "Existing Indebtedness" mean an existing obligation which may be secured by this Assignment.

BOX 333-CTI

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BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction (Borrower). This made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower) on a continuing basis information about Borrower's financial condition; and (e) Lender under any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into the Assignment and to hypothecate the Property; (c) the provisions of the Assignment do not conflict with, or Grantor's representations and warranties. Grantor warrants that: (a) the Assignment is executed at

Grantor's WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "one claim" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

TERMS:
 THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANITOR AND BORROWER UNDER THE NOTE. THIS ASSIGNMENT, AND THE RELATED DOCUMENTS, THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING

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

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, and documents, whether now or hereafter made, executed in connection with the Indebtedness.

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

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

Note. The word "Note" means the promissory note or credit agreement dated February 17, 1998, in the original principal amount of \$200,000.00 from Borrower and any co-borrowers to Lender, together with all amendments, extensions of, modifications of, assignments of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.75%.

Lender. The word "Lender" means Metropolitan Bank & Trust Company, its successors and assigns. The word "Lender" means Metropolitan Bank & Trust Company, its successors and assigns. In the aggregate \$200,000.00.

together with all interest thereon, however, in no event shall such future advances (excluding interest) exceed addition to the amounts secured in the Note, all future amounts Lender in its discretion may loan to Borrower, hereafter may become otherwise unenforceable. Specifically, without limitation, the Assignment secures, in addition to the amounts secured 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 Borrower may be liable individually or jointly with others, against Borrower, 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 plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender in addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under the Assignment, together with interest on such amounts as provided in the Assignment. The word "Indebtedness" means all principal and interest payable under the Note and any

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

Default set forth below in the section titled "Events of Default."

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."

02-17-1998

Loan No 113-320-1

ASSIGNMENT OF RENTS
(Continued)

Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses 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 Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Grantor 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 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 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 and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender 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. Lender 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 protection 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 enter 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 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 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 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 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

Assigned 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 required to pay.

Collect Remedies. 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 provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then

RENTS 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:

Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any mortgage. Lender reasonably deems that insurances.

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 Co-Borrowers. Any of the preceding events occurs with respect to any co-borrower of any party under, any Guaranty of the indebtedness.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor who dies or becomes incompetent, or revokes or declares the validity of, or liability under, any Guaranty of the indebtedness.

Foreclosure, Foreclosure, etc. Commencement of foreclosure or foreclosure proceedings, whether by judicial proceeding, self-help repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith foreclosure proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Insolvency. The dissolution or termination of a Trust, 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 the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

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

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

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Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in 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 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 waiver 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; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. 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 until repaid 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 or 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 appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, 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.

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.

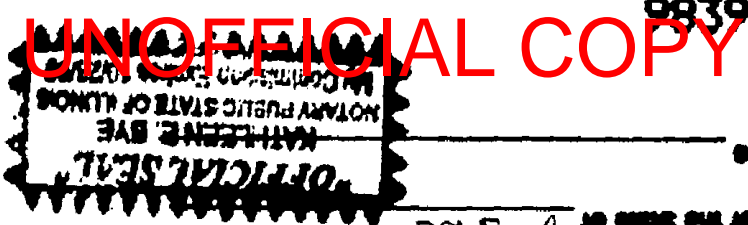
Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision 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.



By _____ (Signature)

Notary Public in and for the State of _____

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Residing at 135 S. KASABE

On the 24th day of March, 1988, before me, the undersigned Notary Public, personally appeared Land Trust, Officer of LaSalle National Bank successor Trustee to LaSalle National Trust, N.A. assigned trustee to LaSalle National Bank successor trustee to Exchange National Bank of Chicago as trustee and not personally under trust No. 10-22878-00, and known to me to be an authorized agent of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the use and purpose therein mentioned, and on oath stated that he or she is authorized to execute the Assignment and in fact executed the Assignment on behalf of the corporation.

COUNTY OF Cook
STATE OF ILL

CORPORATE ACKNOWLEDGMENT

Land Trust Officer

By: _____ (Signature)

10-22878-00

LaSalle National Bank successor trustee to Exchange National Bank of Chicago as trustee and not personally under trust No. 10-22878-00

GRANTOR:

GRANTOR AGREES TO ITS TERMS.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND

GRANTOR'S LIABILITY. The Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute the instrument), and it is expressly understood and agreed that nothing in the Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under the Assignment, or to perform any covenant either express or implied contained in the Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming a right of security under the Assignment, and that so far as Grantor and its successors personally are concerned, the right holder or holders of the Note and the owner of any indebtedness shall look solely to the property of the payment of the Note and indebtedness, by the enforcement of the lien created by the Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any grantor.

Waivers and Consents. Lender shall not be deemed to have waived any rights under the 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 the 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 or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower'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.

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02-17-1998
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**ASSIGNMENT OF RENTS
(Continued)**

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