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Cook County Recorder 37.00



RECORDATION REQUESTED BY:
HARRIS BANK FRANKFORT
28 W. NEBRASKA
FRANKFORT, IL 60423

WHEN RECORDED MAIL TO:
HARRIS BANK FRANKFORT
28 W. NEBRASKA
FRANKFORT, IL 60423

SEND TAX NOTICES TO:
HARRIS BANK FRANKFORT
28 W. NEBRASKA
FRANKFORT, IL 60423

FOR RECORDER'S USE ONLY

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C/R

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This Assignment of Rents prepared by: HARRIS BANK FRANKFORT - A. Woodards
50 S. Lincoln
Hinsdale IL 60521

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED DECEMBER 22, 1998, between Michael G. Mulderink and Judith A. Mulderink, his wife, as joint tenants, whose address is 22341 Cottage Grove, South Chicago Heights, IL 60411 (referred to below as "Grantor"); and HARRIS BANK FRANKFORT, whose address is 28 W. NEBRASKA, FRANKFORT, IL 60423 (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:

PARCELS 2 AND 3: AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as Phases III and IV in Deer Creek Estates, Sauk Village, IL 60411. The Real Property tax identification number is 32-35-100-032.

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 American National Bank and Trust Company of Chicago, Successor Trustee to NBD Bank, not personally but as Trustee under Trust Agreement dated November 14, 1995 and known as Trust Number 5697-WH, as Trustee, J.A. Associate Builders, Inc., Michael G. Mulderink and Judith A. Mulderink.

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 any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the

BOX 333-CTI

Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

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 Borrower to Lender, or any one or more of them, as well as all claims by Lender 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 contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. **Specifically, without limitation, this Assignment secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note within twenty (20) years from the date of this Assignment to the same extent as if such future advance were made as of the date of the execution of this Assignment. Under this revolving line of credit, Lender may make advances to Borrower so long as Borrower complies with all the terms of the Note and Related Documents.**

Lender. The word "Lender" means HARRIS BANK FRANKFORT, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated December 22, 1998, in the original principal amount of \$333,000.00 from Borrower and any co-borrowers to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 7.750% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 1.000 percentage point(s) over the Index, resulting in an initial rate of 8.750% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

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

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

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 existing, executed in connection with the Indebtedness.

Rents. The word "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.

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

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" 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.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Assignment and to hypothecate the Property; (c) the provisions of this Assignment do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of

12-22-1998

any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction 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 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 Borrower), 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 repaid 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 installment 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 Borrower to make any payment when due on the Indebtedness.

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

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower 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 or Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor or Borrower and Lender.

Insolvency. The dissolution or termination of the 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.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture 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 dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor or any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Events Affecting Co-Borrowers. Any of the preceding events occurs with respect to any co-borrower of any of the Indebtedness or any co-borrower dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the co-borrower's estate to assume unconditionally the obligations on the Indebtedness in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

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.

Insecurity. Lender reasonably deems itself insecure.

Right to Cure. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach

of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS 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:

Accelerate 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 Rents. 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 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.

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

GRANTOR'S LIABILITY This 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 this instrument), and it is expressly understood and agreed that nothing in this 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 this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor.

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

GRANTOR:

X Michael G. Mulderink
Michael G. Mulderink

X Judith A. Mulderink
Judith A. Mulderink

Clerk's Office

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)
) ss
COUNTY OF WILL)

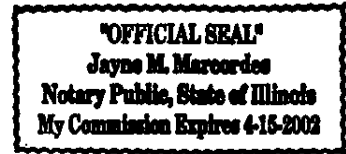
On this day before me, the undersigned Notary Public, personally appeared **Michael G. Mulderink and Judith A. Mulderink**, to me known to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 27 day of JAN, 1999.

By Jayne Marcordes Residing at FRANKFORD

Notary Public in and for the State of ILLINOIS

My commission expires 4-15-02



Notary of Cook County Clerk's Office

PARCEL 2:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE WEST MOST CORNER OF OUTLOT C IN DEER CREEK ESTATES, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1995 AS DOCUMENT 95066747; THENCE ALONG THE BOUNDARY OF SAID DEER CREEK ESTATES THE FOLLOWING 20 COURSES: (1) NORTH 27 DEGREES 56 MINUTES 23 SECONDS EAST 247.59 FEET; (2) SOUTH 55 DEGREES 59 MINUTES 10 SECONDS EAST 60.34 FEET; (3) NORTH 27 DEGREES 56 MINUTES 23 SECONDS EAST 135.19 FEET; (4) NORTH 33 DEGREES 38 MINUTES 22 SECONDS EAST 60.11 FEET; (5) NORTH 35 DEGREES 24 MINUTES 47 SECONDS EAST 121.18 FEET; (6) NORTH 47 DEGREES 00 MINUTES 00 SECONDS WEST 60.53 FEET; (7) NORTH 35 DEGREES 24 MINUTES 47 SECONDS EAST 81.95 FEET; (8) NORTH 2 DEGREES 00 MINUTES 00 SECONDS WEST 125.53 FEET; (9) NORTH 47 DEGREES 00 MINUTES 00 SECONDS WEST 130.42 FEET; (10) NORTH 65 DEGREES 26 MINUTES 05 SECONDS WEST 63.25 FEET; (11) NORTH 47 DEGREES 00 MINUTES 00 SECONDS WEST 60.00 FEET; (12) SOUTH 43 DEGREES 00 MINUTES 00 SECONDS WEST 120.00 FEET; (13) SOUTH 70 DEGREES 24 MINUTES 40 SECONDS WEST 67.59 FEET; (14) SOUTH 43 DEGREES 00 MINUTES 00 SECONDS WEST 120.00 FEET; (15) SOUTH 47 DEGREES 00 MINUTES 00 SECONDS EAST 109.17 FEET; (16) SOUTH 38 DEGREES 42 MINUTES 04 SECONDS WEST 180.51 FEET; (17) SOUTH 47 DEGREES 00 MINUTES 00 SECONDS EAST 120.00 FEET; (18) SOUTHWESTERLY ALONG A CURVED LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 670.00 FEET AND A CHORD THAT BEARS SOUTH 49 DEGREES 39 MINUTES 22 SECONDS WEST 75.05 FEET, AN ARC DISTANCE OF 75.09 FEET TO A POINT OF REVERSE CURVE; (19) SOUTHWESTERLY ALONG A CURVED LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 55.00 FEET AND A CHORD THAT BEARS SOUTH 19 DEGREES 38 MINUTES 11 SECONDS WEST, AN ARC DISTANCE OF 63.79 FEET; (20) SOUTH 76 DEGREES 24 MINUTES 33 SECONDS WEST, ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE, 114.83 FEET; THENCE SOUTH 00 DEGREES 06 MINUTES 13 SECONDS WEST 214.79 FEET; THENCE S 89 DEGREES 53 MINUTES 47 SECONDS EAST 227.14 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST MOST CORNER OF OUTLOT A, ALSO BEING THE INTERSECTION OF THE NORTHERLY LINE OF SAID OUTLOT A WITH THE EASTERLY LINE OF INDIE LANE, IN DEER CREEK ESTATES, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 27, 1995 AS DOCUMENT 95066747; THENCE NORTH 47 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID INDIE LANE, 155.26 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE OF INDIE LANE, BEING A CURVED LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 124.85 FEET, A CHORD THAT BEARS NORTH 43 DEGREES 48 MINUTES 18 SECONDS WEST A CHORD DISTANCE

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OF 25.06 FEET AND AN ARC LENGTH OF 25.06 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF DEER CREEK ESTATES UNIT TWO, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1996 AS DOCUMENT 96958224, THE FOLLOWING ELEVEN COURSES: (1) NORTH 52 DEGREES 47 MINUTES 45 SECONDS EAST 33.32 FEET TO A POINT OF CURVE; (2) NORTHEASTERLY ALONG A CURVED LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 270.00 FEET, A CHORD THAT BEARS NORTH 39 DEGREES 04 MINUTES 35 SECONDS EAST A CHORD DISTANCE OF 128.07 FEET AND AN ARC LENGTH OF 129.30 FEET TO A POINT OF REVERSE CURVE; (3) NORTHEASTERLY ALONG A CURVED LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 330.00 FEET, A CHORD THAT BEARS NORTH 50 DEGREES 57 MINUTES 39 SECONDS EAST A CHORD DISTANCE OF 265.22 FEET; AND AN ARC LENGTH OF 294.94 FEET TO A POINT OF REVERSE CURVE; (4) EASTERLY ALONG A CURVED LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 370.00 FEET, A CHORD THAT BEARS NORTH 73 DEGREES 11 MINUTES 38 SECONDS EAST A CHORD DISTANCE OF 43.51 FEET AND AN ARC LENGTH OF 43.54 FEET; (5) NORTH 20 DEGREES 10 MINUTES 38 SECONDS WEST 75.00 FEET; (6) NORTH 03 DEGREES 55 MINUTES 07 SECONDS WEST 70.09 FEET; (7) NORTH 47 DEGREES 49 MINUTES 02 SECONDS EAST 166.46 FEET; (8) NORTH 04 DEGREES 39 MINUTES 25 SECONDS EAST 154.96 FEET; (9) NORTH 00 DEGREES 00 MINUTES 43 SECONDS WEST 375.00 FEET; (10) SOUTH 89 DEGREES 59 MINUTES 17 SECONDS WEST 21.92 FEET; (11) NORTH 00 DEGREES 00 SECONDS 43 MINUTES WEST 135.37 FEET TO A LINE 40 FEET SOUTH OF, AND PARALLEL WITH, THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 35; THENCE NORTH 89 DEGREES 53 MINUTES 47 SECONDS WEST, ALONG SAID PARALLEL LINE, 288.07 FEET TO A LINE 2010.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 560.00 FEET TO A LINE 600 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 35; THENCE NORTH 89 DEGREES 53 MINUTES 47 SECONDS WEST, ALONG THE LAST DESCRIBED LINE, 400.00 FEET TO A LINE 1610.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 0 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG THE LAST DESCRIBED LINE, 650.00 FEET TO THE NORTH LINE OF SAID DEER CREEK ESTATES; THENCE SOUTH 89 DEGREES 53 MINUTES 47 SECONDS EAST, ALONG THE NORTH LINE OF SAID DEER CREEK ESTATES, 68.01 FEET; THENCE NORTH 69 DEGREES 24 MINUTES 38 SECONDS EAST 134.95 FEET TO THE EAST LINE OF INDIE DRIVE, AS DEDICATED BY SAID DEER CREEK ESTATES; THENCE SOUTHEASTERLY ALONG THE EAST LINE OF SAID INDIE DRIVE, BEING A CURVED LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 224.85 FEET, A CHORD THAT BEARS SOUTH 33 DEGREES 47 MINUTES 41 SECONDS EAST A CHORD DISTANCE OF 102.73 FEET, AN ARC LENGTH OF 103.84 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.