IL-26-040988

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# LEASE-RENT ASSIGNMENT
**As Security for a Loan**
**From THE BANK OF HIGHWOOD**

1. DATE AND PARTIES. The date of this Lease-Rent Assignment (Agreement) is June 20, 1988, and the parties are the following:

OWNER:
**JAMES R. KOENIG**
6656 W. Raven
Chicago, Illinois 60631
Social Security # 356-40-3784
Husband of Julie A. Koenig
**JULIE A. KOENIG**
6656 W. Raven
Chicago, IL 60631
Social Security # 350-58-3121
Wife James R. Koenig

BANK:
**THE BANK OF HIGHWOOD**
an ILLINOIS banking corporation
10 Highwood Avenue
Highwood, Illinois 60040
Tax I.D. # 36-2491080

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:
   A. a promissory note, No. 100050830650, (Note) dated June 20, 1988 and executed by JAMES R. KOENIG and JULIE A. KOENIG (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the principal amount of $15,025.00, and all extensions, renewals, modifications or substitutions thereof;
   B. all future advances by Bank to Borrower, (regardless of whether or not this Agreement is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness);
   C. all additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Collateral and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Agreement, plus interest at the rate provided for in the Note;
   D. all other obligations to the extent the taking of the Collateral as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Owner's behalf as authorized by this Agreement and liabilities as guarantor, endorser or surety, of Borrower to Bank, now existing or hereafter arising, or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several; and
   E. Borrower's performance of the terms in the Note and Owner's performance of any terms in this Agreement, any deed of trust, any trust deed, any mortgage, any deed to secure debt, any assignment of beneficial interest, any loan agreement, any construction loan agreement, any security agreement, any guaranty agreement or any other agreement which secures, guaranties or otherwise relates to the Note or Loan.

3. BACKGROUND. The Loan is secured by, but is not limited to, a mortgage (Mortgage) dated June 20, 1988, on the property (Property) situated in the COUNTY OF COOK, STATE OF ILLINOIS, described as follows: 13-06-210-027 6656 W. Raven Chicago

**Lot 8 except the easterly 12 feet thereof and the easterly 14 feet of lot 9 in subdivision of lots 8 to 17 inclusive, in block 71 in Norwood Park in section 6 township 40 north range 13** east of the third principal meridian, in Cook County Illinois.

4. ASSIGNMENT. To secure the Obligations and in consideration of the Loan, Owner grants and assigns a security interest and further bargains, sells and conveys in and to Bank all of Owner's right, title and interest in and to all rents and profits from the Property and all leases of the Property now or hereafter made, which are collectively known as the Collateral and described as follows:
   A. all leases (Leases) on the Property. The term "Leases" in this Agreement shall include all agreements, written or verbal, existing or hereafter arising, for the use or occupancy of any portion of the Property and all extensions, renewals, and substitutions of such agreements, including subleases thereunder.
   B. all guaranties of the performance of any party under the Leases; and
   C. the right to collect and receive all revenue (Rent) from the Leases on the Property now due or which may become due. Rent includes, but is not limited to the following: revenue, issue, profits, rent, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, security deposits, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance or other proceeds and all rights and claims which Owner may have against any person under the terms of the Leases.

5. WARRANTIES. To induce Bank to make the Loan to Borrower, Owner makes the following representations and warranties:
   A. Owner has good title to the Leases and Rent and good right to assign them, and no other person has any right in them;
   B. Owner has duly performed all of the terms of the Leases that Owner is obligated to perform;





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C. Owner has not previously assigned or encumbered the Leases or the Rent and will not furthe[illegible]ign or encumber the Leases or future Rent;
D. No Rent for any period subsequent to the current month has been collected, and no Rent pa[illegible]t has been compromised;
E. Owner has not received any funds from any lessee (Lessee) under the Leases in excess of [illegible] month's rent for which credit has not been made on account for accrued Rent, and any copy of such account that has been deliv[illegible] to Bank is true and complete. The term "Lessee" in this Agreement shall include all persons or entities obligated to Owner under the L[illegible]s;
F. No Lessee is in default of any of the terms of the Leases; and
G. Owner has not and will not waive or otherwise compromise any obligation of Lessee unde[illegible] Lease and will enforce the performance of every obligation to be performed by Lessee under the Lease.

6. OWNER'S AGREEMENTS. In consideration of the Loan and to protect the security of this Agreement, O[illegible] agrees:
A. to deliver to Bank upon execution of this agreement copies of the Leases, certified by O[illegible] being true and correct copies which accurately represent the transactions between the parties;
B. to observe and perform all obligations of Lessor under the Leases, and to give written pro[illegible]otice to Bank of any default by Lessor or Lessee under any Lease;
C. to notify in writing each Lessee that any deposits previously delivered to Owner have been [illegible]ed by Owner or assigned and delivered to Bank as the case may be;
D. to appear in and defend any action or proceeding pertaining to the Leases, and, upon the [illegible]est of Bank, to do so in the name and on behalf of Bank but at the expense of Owner, and to pay all costs and expenses of Bank, i[illegible]ing reasonable attorneys' fees to the extent not prohibited by law, in any such action or proceeding in which Bank may appear;
E. to give written notice of this Agreement to each Lessee which notice shall contain instru[illegible] to each Lessee that Lessee shall, upon receipt of notice and demand from Bank, make all payments of Rent directly to Bank; and
F. to indemnify and hold Bank harmless for all liabilities, damages, costs and expenses, in[illegible]g reasonable attorneys' fees, Bank incurs when Bank, in its discretion, elects to exercise any of its remedies upon default of Lessee.

7. COLLECTION OF RENT. Owner shall give notice of Bank's rights to all of said rents, issues or profits [illegible] notice of direct payment to Bank to those obligated to pay such rents, issues or profits. Owner agrees to direct all tenants to pay rent due o[illegible] become due to Bank. Owner, as agent of Bank, shall endorse and deliver to Bank any money orders, checks or drafts which represent re[illegible]sues or profits from the above-described Property, to apply the proceeds to the Obligations, and shall give notice of Bank's rights in any of [illegible]ents, issues or profits and notice of direct payment to Bank to those obligated to pay such rents, issues or profits. Bank shall be the creditor o[illegible]h Lessee in respect to assignments for the benefit of creditors, bankruptcy, reorganization, rearrangement, insolvency, dissolution or receivers[illegible] proceedings by Lessee, and Owner shall immediately pay over to Bank all sums Owner may receive as creditor from such actions or proc[illegible]gs. Also, Bank may collect or receive all payments paid by any Lessee, whether or not pursuant to the terms of the Leases, for the right to ter[illegible], cancel or modify the Leases, and Owner shall immediately pay over to Bank all such payments as Owner may receive from any Lessee. B[illegible]hall have the option to apply any monies received as such creditor to the Obligations the Mortgage or this Agreement.

8. EVENTS OF DEFAULT. Owner shall be in default upon the occurrence of any of the following ev[illegible]ts, circumstances or conditions (Events of Default). The Events of Default are:
A. Failure by any person obligated on the Obligations to make payment when due thereunder; o[illegible]
B. A default or breach under any of the terms of this Agreement, the Note any construction [illegible] agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or an[illegible]her document or instrument evidencing, guarantying, securing or otherwise relating to the Obligations; or
C. The making or furnishing of any verbal, or written, representation, statement or warranty to [illegible] which is, or becomes, false or incorrect in any material respect by, or on behalf of, Owner, Borrower, or any one of them, or any [illegible]gner, endorser, surety or guarantor of the Obligations; or
D. The death, dissolution or insolvency of, the appointment of a receiver by or on the behalf o[illegible] assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencem[illegible]nder any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, O[illegible] Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
E. A good faith belief by Bank at any time that Bank is insecure, that the prospect of any pay[illegible] impaired or that the Collateral is impaired; or
F. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium[illegible]crow on or before its due date; or
G. A transfer of a substantial part of Owner's money or property.

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9. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued intere[illegible] Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any ti[illegible]reafter. In addition, upon the occurrence of an Event of Default or at any time thereafter by Mortgagor under the Mortgage, Bank, at Bank's op[illegible]hall have the right to exercise any or all of the following remedies:
A. to collect directly and retain Rent in Bank's name without taking possession of the Property [illegible] demand, collect, receive, and sue for the Rent, giving proper receipts and releases, and, after deducting all reasonable costs of co[illegible]n, including reasonable attorneys' fees to the extent not prohibited by law, apply the balance to the Note, first to accrued interest and th[illegible] principal;
B. to declare the Obligations immediately due and payable, and, at Bank's option, exercise any [illegible] remedies provided by law, the Note, the Mortgage or this Agreement; and
C. to enter upon, take possession of, manage and operate all or any part of the Property, mak[illegible]odify, enforce or cancel any Leases, evict any Lessee, increase or reduce Rent, decorate, clean and make repairs, and do any act [illegible]ur any cost Bank shall deem proper to protect the Property as fully as Owner could do, and to apply any funds collected from the [illegible]tion of the Property in such order as Bank may deem proper, including, but not limited to, payment of the following: operating expe[illegible] management, brokerage, attorneys', and accountants' fees; the Obligations; and toward the maintenance of reserves for repair or rep[illegible]ment. Bank may take such action without regard to the adequacy of the security, with or without any action or proceeding, thro[illegible]ny person or agent, mortgagee under a mortgage, or by receiver to be appointed by a court, and irrespective of Owner's possession.

The collection and application of the Rent or the entry upon and taking possession of the Property a[illegible]out in this section shall not cure or waive any default, or modify or waive any notice of default under the Note, Mortgage or this Agreement, or inv[illegible]ate any act done pursuant to such notice. The enforcement of such remedy by Bank, once exercised, shall continue for so long as Bank shal[illegible], notwithstanding that such collection and application of Rent may have cured the original default. If Bank shall thereafter elect to discontinue [illegible]xercise of any such remedy, the same or any other remedy under the law, the Note, Mortgage or this Agreement may be asserted at any time [illegible]om time to time following any subsequent default. The word 'default' has the same meaning as contained within the Note or any other i[illegible]ent evidencing the Obligations, and the Mortgage, or any other document securing, guarantying or otherwise relating to the Obligations.

In addition, upon the occurrence of any Event of Default, Bank shall be entitled to all of the remedie[illegible]ded by law, the Note and any related loan documents. All rights and remedies are cumulative and not exclusive, and Bank is entitled to all [illegible] provided at law or equity, whether or not expressly set forth.

10. ADDITIONAL POWERS OF BANK. In addition to all other powers granted by this Agreement [illegible] the Mortgage, Bank also has the rights and powers, pursuant to the provisions of the Illinois Code of Civil Procedure, Section 15-1101, et seq.

11. TERM. This Agreement shall remain in effect as long as any part of the Obligations remain unpa[illegible]pon payment in full of all such indebtedness, Bank shall execute a release of this Agreement upon request.

12. GENERAL PROVISIONS.
   A. TIME IS OF THE ESSENCE. Time is of the essence in Owner's performance of all duties [illegible] obligations imposed by this Agreement.
   B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from, or delay [illegible] the exercise of any of Bank's rights, remedies, privileges or right to insist upon Owner's strict performance of any provisions containe[illegible]is Agreement, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed [illegible]ank.
   C. AMENDMENT. The provisions contained in this Agreement may not be amended, excep[illegible]ugh a written amendment which is signed by Owner and Bank.
   D. GOVERNING LAW. This Agreement shall be governed by the laws of the State of ILL[illegible]S, provided that such laws are not otherwise preempted by federal laws and regulations.
   E. FORUM AND VENUE. In the event of litigation pertaining to this Agreement, the exclusi[illegible]um, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank.
   F. SUCCESSORS. This Agreement shall inure to the benefit of and bind the heirs, perso[illegible]presentatives, successors and assigns of the parties.
   G. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plu[illegible] singular, and the use of any gender shall be applicable to all genders.
   H. PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and [illegible]h sub-paragraph, in this Agreement are for convenience only and shall not be dispositive in interpreting or construing this Agreement [illegible]y part thereof.
   I. IF HELD UNENFORCEABLE. If any provision of this Agreement shall be held unenforce[illegible] or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability [illegible] remaining provisions nor the validity of this Agreement.

OWNER:

James R. Koenig
JAMES R. KOENIG
Individually

Julie A. Koenig
JULIE A. KOENIG
Individually

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STATE OF Illinois
ss:
COUNTY OF LAKE

On this 21st day of June, 1991, John P. Bre[illegible], a notary public, certify that JAMES R. KOENIG, Husband of Julie A. Koenig, personally known to me to be the same p[illegible] whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed [illegible] delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: 4-8-92

John P. Bre[illegible]
NOTARY PUBLIC

STATE OF Illinois
ss:
COUNTY OF LAKE

On this 21st day of June, 1991, John P. Bre[illegible], a notary public, certify that JULIE A. KOENIG, Wife James R. Koenig, personally known to me to be the same person whose name [illegible]scribed to the foregoing instrument, appeared before me this day in person, and acknowledged that (he/she) signed and delivered the instru[illegible] as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires: 4-8-92

John P. Bre[illegible]
NOTARY PUBLIC

This document was prepared by THE BANK OF HIGHWOOD, 10 Highwood Avenue, Highwoo[illegible] Illinois 60040.

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IN DUPLICATE

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IDENTIFIED
No.

Registrar of Torrens Titles
HARRY (BUS) YOURELL
R.E.I.

1988 JUL 25 AM 11:38
HARRY (BUS) YOURELL
REGISTRAR OF TITLES

3726044

REAL ESTATE INDEX GROUP
1920 Ridge Avenue
Evanston, IL 60201

Order # RT7-401