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ASSIGNMENT OF RENTS AND OF LESSOR'S INTEREST IN LEASES

This assignment of rents, made as of this 9th day of May, 1990, by COLUMBIA NATIONAL BANK OF CHICAGO, not personally, but as trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said bank in pursuance of a trust agreement dated May 7, 1990, and known as Trust No. 3424 (hereinafter referred to as "Trustee") RICHARD TREBAT and ROSE TREBAT, jointly and severally (collectively, the "Beneficiary") (the Trustee and the Beneficiary being hereinafter collectively referred to as the "Assignor"),

WITNESSETH:

WHEREAS, Trustee has executed a mortgage note (hereinafter referred to as "Note") of even date herewith, payable to the order of Columbia National Bank of Chicago (hereinafter referred to as "Assignee") in the principal amount of Four Hundred Thousand and No/100 Dollars (\$400,000.00); and

WHEREAS, to secure the payment of the Note, Assignor has executed a mortgage and security agreement (hereinafter referred to as "Mortgage") of even date herewith conveying to Assignee the real estate legally described in whibit "A" attached hereto and made a part hereof (hereinafter referred to as "Premises"); and

WHEREAS, Beneficiary is the sole beneficiary of Trustee;

WHEREAS, Assignor desires to further secure the payment of principal and interest due under the Note, the payment of all other sums with interest thereon becoming also and payable to Assignee under the provisions of this assignment or the Note or the Mortgage, and the performance and discharge of leach and every obligation, covenant and agreement of Assignor contained herein or in the Note or in the Mortgage (hereinafter collectively referred to as "Assignor's Obligations");

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, and to secure the payment and performance of Assignor's Obligations, Assignor does hereby assign, transfer and grant unto Assignee (i) all the rents, issues, security deposits and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use, sale, or occupancy of the Premises or any part thereof, which may be made or agreed to by Assignee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements (hereinafter collectively referred to as "Leases") and security deposits, and all the avails thereof, to Assignee, and

thereunder, (vi) exercise within ten (10) days of any demand occupied, the rentals payable and security deposits, if any, paid names of all lessees, terms of all Lesses, including the spaces request by Assignee so to do, a written statement containing the assignment, (v) furnish Assignee, within ten (10) days after a upon demand, any and all instruments required to effectuate said and make, execute and deliver to Assignee tupo entered leases of all or any part of the Premises heretofore or ter and assign to Assignee upon request of Assignae, any lease or liabilities of landlord or of the lessess thereunder, (iv) transaction or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or sees to be kept and performed, (iii) appear in and detend any conditions and agreements of the Leases on the part of the les-(jj) enforce or secure the performance of all of th€ covenants, the part of the Landlord thereunder to be kept and performed, ments contained in all Leases of all or any of the Premises, on shall (1) at all times promptly and faithfully abide by, discharge, and perform all of the covenants, conditions and agree-3. Assignor, without cost, liability or expense to Assignee,

Nith respect to the scheduled Leases, Beneficiary coverants that Trustee is the sole owner of the entire Leasor's interest in said leases; this said leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as otherwise indicated in said Exhibit "B"; that the leasees respectively named therein are not in default under any of the terms, covenants or conditions thereof; that no rent renet reserved in said leases has been collected more than thirty (30) days in advance of the for any period subsequent to the days in advance of the time when the same became due under the terms of said leases.

within any applicatio cure period. exercised only ather a default by Assignor that is not cured provisions hereingfer set forth. The foregoing rights shall be have upon taking possession of said Premises pursuant to the TEY, and rights or recourse and indemnity as the Assignee would powers and subject to the same immunities, exoneration of liabilmay herewiter exist on said Premises, with the same rights and the Leases, written or verbal, or other tenancy existing or which now due, or that may hereafter become due under each and all of profits arising from or accruing at any time hereafter, and all and to collect all of said avails, rents, issues, deposits, and price and upon such terms, in its discretion as it may determine, any portion of said Premises to any party or parties at such caking possession of the premises), to rent, lease, or let all or true and lawful attorney in its name and stead (with or without 1. Assignor does hereby appoint irrevocably Assignee its

(ii) without limiting the generality of the foregoing, all made a part hereof (hereinafter referred to as the "Schedule made a part hereof (hereinafter referred to as the "Schedule Leases"), all on the following terms and conditions:

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therefor by Assignee any right to request from the lessee under any of the Leases of all or any part of the Premises a certificate with respect to the status thereof, and (vii) not, without Assignee's prior written consent, (a) execute an assignment or pledge of any rents of the Premises or of any of the Leases of all or any part of the Premises, except as security for the indebtedness secured hereby, (b) accept any prepayment of any installment of any rents more than ninety (90) days before the due date of such installment, (c) agree to any amendment to or change in the terms of any of the Scheduled Leases, which substantially reduces the rent payable thereunder or increases any risk or liability of the lessor thereunder, except that Assignor may permit it consent to any assignment or subletting of all or a portion of the Premises as permitted by a lease approved by Assignee.

- 4. So long as there shall exist no default by Assignor in the payment or in the performance of any of Assignor's Obligations, Assignor shall have the right to collect at the time of, but not more than ninety (90) days prior to, the date provided for the payment thereof, all rents, security deposits, income and profits arising under the Leases and to retain, use and enjoy the same.
- 5. Upon or at any time after default in the payment or in the performance of any of Assignor's Obligations and the expiration of any applicable cure period and without regard to the adequacy of any other security therefor or whether or not the entire principal sum secured hereby is declared to be immediately due, forthwith, upon demand of Assignae, Assignor shall surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agent or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of Assignor or the then manager of the fremises relating thereto, and may exclude Assignor and their respective agents, or servants, wholly therefrom and may, as attorney in fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted: (i) hold, operate, manage, and control the Premises and conduct the business, if any, thereof, either parsonally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, (ii) cancel or terminate any of the Leases or any sublease for any cause or on any ground which would entitle Assignor to cancel the same, (iii) elect to disaffirm any other Leases or any sublease made subsequent to the Mortgage or subordinate to the lien thereof, (iv) extend or modify any of the then existing Leases and make

new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Assignee may seem judicious, (vi) insure and reinsure the Premises and all risks incidental to Assignee's possessions, operations, and management thereof, and (vii) receive all avails, rents, issues and profits

- 6. Any avails, sants, issues and profits of the Premises received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (i) to the payment of the operating expenses of the Premises, including reasonagle compensation to Assignee or its agent or agents, if management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases and the payment of premiums on insurance hereinabove authorized, (11) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or roplacing personal property or fixtures necessary to the operation of the Premises, and of placing said property in such condition as will, in the judgment of Assignee, make the Premises readily rentable. (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Assignor, its Successors, or assigns, as their rights may appear.
- 7. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises after default or from any other act or omission of Assignee in managing the Premises after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty, or liability under said Leases or under or by reason of this assignment and Beneficiary shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred

under any of the Leases or under or by reason of this assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the Leases. Should Assignee incur any such liability under the Leases, or under or by reason of this assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and be immediately due and payable. This assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other parties or for any dangerous or difective conditions of the Premises, or for any negligence in the management, upkeep, repair, or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee, on stranger. Nothing herein contained shall be construed as constituting the Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained.

- 8. Upon payment in full of the principal sum, interest and indebtedness secured hereby, this assignment shall become and be void and of no further effect but the affidavit, certificate, Letter or statement of any officer, agent, or attorney of Assignee showing any part of said principal, interest or indebtedness to remain unpaid shall be and conscitute evidence of the validity, effectiveness and continuing force of this assignment and any person may, and is hereby authorized to, rely thereon.
- 9. Assignor hereby authorizes and directs the lessee named in each of the Leases, and any other or future lessee or occupant of the Premises, upon receipt from Assignee of written notice with a copy to Assignee at the address set forth in the Mortgage to the effect that Assignee is then the holder of the Note and Mortgage and that a default exists thereunder or under this assignment, to pay over to Assignee all rents, security deposits, and other sums, if any, arising or accruing under said lease and to continue to do so until otherwise notified by Assignee.
- 10. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness; may release any party primarily or secondarily liable therefor; and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this assignment.
- 11. The term "Leases" as used herein means each of the Leases hereby assigned and any extension or renewal thereof.
- 12. Nothing contained in this assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it

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hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and the Mortgage, and this assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and Mortgage. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

- 13. This assignment and the covenants therein contained shall inure to the benefit of Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Premises.
- 14. This document shall be construed and enforced according to the laws of the State of Illinois.

This assignment is executed by Columbia National Bank of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Columbia National Bank of Chicago personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the Trustee and Beneficiary have caused these presents to be executed in their name and on their behalf, at the day and year first above written.

> COLUMBIA NATIONAL WANK OF CHICAGO, not personally, but as Trustee aforesaid

Title: TRUST OFFICER

ATTEST:

ASST. JRUST OFFICER

Witness 5

Dea Plaines, Illinois 1230 Pee 26reet

> 09-20-305-046 :NId

COUNTY, ILLINOIS, SAID PARCEL CONTAINS 0.0178 ACRES MORE OR LESS. DISTANCE OF 51.60 FEET TO THE POINT OF BEGINNING, ALL IN COOK TANCE OF 15.50 FEET TO A POINT; THEIGH NORTH 75'-26'-05" EAST, A THE EAST SO FEET OF THE WEST 976.40 FEET OF SAID LOT 6, A DIS-SYID FOL 6; THENCE NORTH 0 .- 0 [-0" EAST ALONG SAID WEST LINE OF ON THE WEST LINE OF THE EAST 50 FEET OF THE WEST 976.60 FEET OF THENCE SOUTH 75'-26'-05" WEST, A DISTANCE 51.60 FEET TO A FOINT 976.60 FEET OF SAID LOT 6 A DISTANCE OF 15.50 FEET TO A POINT: CONTINUE SOUTH 0:-00:-00" TAST ALONG SAID EAST LINE OF THE WEST BYID BOINT BEING THE POINT OF BEGINNING OF SAID PARCEL! THENCE 976,60 FEET OF SAID LOT 6 A DISTANCE OF 89,46 FEET TO A POINT; e) THENCE SOUTH 0.-001-00" EAST ALONG SAID EAST LINE OF THE WEST SAID LOT 6 WITH THE EAST LINE OF THE WEST 976.60 FEET OF SAID LOT COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF YZ LOFTOME: EYAL OL THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED SOUTHWEST CUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, THAT PART OF LOT 6 IN CARL LAGERSHAUSEN ESTATE DIVISION OF THE

(Storm Scher Easement Parcel)

PARCEL 2:

THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. WEST 1/4 OF SECTION 20, TOWNSHIP AL MORTH, RANGE 12 EAST OF THE LINES OF LOT 6) IN CARL LAGERSHAUSEN ESTATE DIVISION OF THE SOUTH 6) (EXCEPT THE WEST 976.60 FEET MEASURED ON THE NORTH AND SOUTH THE NORTH 130.0 FEET OF LOT 6 (MEASURED ON THE EAST LINE OF LOT

PARCEL 1:

EXHIBIT "A"

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Lease Agreement dated July 1, 1985 by and between CITIZENS BANK & TRUST COMPANY OF PARK RIDGE, as Trustee under Trust Agreement dated June 1, 1970 and known as 1530 Les Street, ration, as Lessee, for premises known as 1530 Les Street, ration, as Lessee, for premises known as 1530 Les Street, ration, as Lessee, for premises known as 1530 Les Street, ration, as Lessee, for premises known as 1530 Les Street, ration, as Lessee, for premises known as 1530 Les Street, ration, as Lessee, for premises and result for the form of the form

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EXHIBIT "B"

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As Public Or Public Value va	Jun	Motary Public, State of Illinois Motary Public, State of Illinois My Commission Expires June 20, 1990
AT RICHARD TREBAT and is day at	eq pelole we th BEBK CEBUILK IN	I, the undersigned, a N in the state aforesaid, DO HE ROSE TREBAT personally appear their names to the foregoing therein stated.
	Coope	COUNTY OF COOK) STATE OF ILLINOIS)
TT THE LA	MOER	My commission expires:
y. Grahe	T ANOUT.	TOBO OFFICIAL STATE AND TANGES WY STATE OF TANGES AND TANGES WAS STATED OF TANGES WAS STA
set forth.	nrboaee therein	GIVEN under my hand and recession to the continues

County, in the State aloreasid, do hereby certify that County, in the State aloreasid, do hereby certify that EMILIS I, WINNERS TREET DEFICES OF COLUMBIA NATIONAL BANK OF CHICAGO, a Mational Banking Association, and MELEN M. MINER TO THE SAME OF STATES OF COLUMBIA NATIONAL BANK OF CHICAD.

ACCIONAL OFFICIAL SAME Ash who are personally known to me to be instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said bank as their own free and voluntary act as such officers of said bank as the voluntary act and sath of the said bank, as Trustee as alore of said voluntary act and sath of the said bank, as Trustee as alone of the said bank, as Trustee as a solution of the said bank, as Trustee as a solution of the said bank, as Trustee as a solution of the said bank, as Trustee as a solution of the said bank, as Trustee as a solution of the said bank, as Trustee as a solution of the said bank, as Trustee as a solution of the said bank, as Trustee as a solution of the said bank, as Trustee as a solution of the said bank, as Trustee as a solution of the said bank, as Trustee as a solution of the said bank, as the said bank as

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