INOFFICIAL CORY

PROPERTY ADDRESS: 509 W. 36TH STREET

CHICAGO IL

P.I.N. #

17-33-312-008

3979056

(Space above this line for recording purposes)

ASSIGNMENT OF RENTS AND LEASES

As Security for a Loan From LAKESIDE BANK

1. DATE AND PARTIES. The date of this as ament of Rents and Leases (Agreement) is June 11, 1991 and the parties are the following:

OWNER/BORROWER:

AKESIDE BANK AS TRUSTEE U/ /A DATED MAY 1,1991 A/K/A

TRUST #10-1500

141 W JACKSON BLVD SUITE 1212A

CHICAGO, ILLINOIS 80804

BANK:

LAKESIDE BANK

an ILLINOIS banking corporation 141 W. Jackson Blvd. Sulle 1212 Chicago, illinois 60804

Tax I.D. # 36-2563514

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the obligations.

- A. A promiseory nois, No. 3305 (Nois) dated June 11, 1991, and executed by LAKESIDE BANK AS TRUSTEE U/T/A DATED MAY 1, 1991.
 A/K/A TRUST #10-1500, MICHAEL DI FOGGIO III, FRANCESCA LUCATOP 10, MICHAEL A. LUCATORTO and SUSAN M. LUCATORTO. (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$200,000,00, and all extensions, renewals, modifications or substitutions thereof.
- B. All future advances by Bank to Sorrower, to Owner, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Agreement is specifically referre the 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, or eserving or otherwise protecting the Collateral (as hereinafter defined) and its value, and any other sums advanced, and expenses incurred by Sank pursuant to this Agreement, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the aking of the Collateral (as hereinafter defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdisting all advances made by Bank on Borrower's, and/or Owner's, behalf as authorized by this Agreement and liabilities as guarantor, endorsed in surely, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated or indirect. and several,
- E. Borrower's performance of the terms in the Note or Loan, Owner's performance of any terms in this Agreement and Borrower's and Owner's performance of any terms in any deed of trust, any trust deed, any mortgage, any deed to secure debt, any security agreement, any other assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guaranties or otherwise relates to the Note or Loan.

However, this security interest will not secure another debt:

- A. If this security interest is in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of rescission required by law for such other debt; or
- to the extent that this security interest is in "household goods" and the other debt to be secured is a "consumer" loan (as those terms are defined in applicable lederal regulations governing untair and deceptive credit practices); or C. If Bank fails to make any disclosure of the existence of this security interest required by law for such other debt.
- 3. BACKGROUND. The Loan is secured by, but is not limited to, a mortgage (Mortgage) dated June 11, 1991 on the following described property (Property) situated in COOK County, ILLINOIS, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

- 4. ASSIGNMENT, in consideration of the Loan, Owner easigns, bargains, sells and conveys to Bank all of Owner's right, title and interest in and to all tents and profits from the Property and all leases of the Property now or hereafter made (all of which are collectively known as the Collateral), which Collateral is 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

Assignment of Rents & Leases DIFOGGIO & LUCATORTO

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substitutions of such agreements. arising, for the use or occupancy of any portion of the Property and all extensions including subleases thereunder.

B. all guarantee of the performance of any party under the Leases.

- C. the right to collect and receive all revenue (Rent) from the Lesses on the Property now due or which may become due. Flent 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. APPLICATION OF COLLATERAL PROCEEDS. Any Rents or other payments received by virtue of the Collateral, will be applied to any amounts Borrower owee Bank on the Obligations and shall be applied first to costs, then to accrued interest and the balance, if any, to Principal except as otherwise required by law.
- 8. WARRANTIES. To Induce Bank to make the Loan, 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;

- C. Owner has not previously assigned or encumbered the Leases or the Flent and will not turther assign or encumber the Leases or luture
- D. No Rent for any period subsequent to the current month has been collected or received from Lesses, and no Rent has been compromised.

 The term "Lesses" in this Agreement shall include all persons or entities obligated to Owner under the Lesses;

 E. Upon requestry Bank, Owner will deliver to Bank a true and complete copy of an accounting of Rent which is current as of the date
- requested;

F. Owner has complice and will continue to comply with any applicable landlord-tenant law;

G. No Leases is in detailed any of the terms of the Leases;

H. Owner has not and will not waive or otherwise compromise any obligation of Lessee under the Lesse and will enforce the performance of

every obligation to be p a 'o med by Lessee under the Lesse;

I. Owner will not modify the Leases, without Bank's prior written consent, will not consent to any Leases's assignment of the Leases, or any subletting thereunder, without Bunk's prior written consent and will not self or remove any personal property located on the Property unless. replaced in like kind for like or liner value; and

J. Owner will not subordinate any Lease any any mortgage, lien, or encumbrance affecting the Property without Bank's written consent.

7. OWNER'S AGREEMENTS. In consideration of the Loan, Owner agrees:

A. to deliver to Bank upon execution of this Agresment copies of the Leases, certified by Owner, as being true and correct copies which accurately represent the transactions between the parties;

B. to observe and perform all obligations of Less or Inder the Leases, and to give written prompt notice to Bank of any default by Lessor or

Lesses under any Lesse;

C. to notify in writing each Lessee that any deposits previously delivered to Owner have been retained by Owner or assigned and delivered to Bank so the case may be;

D. to appear in and defend any action or proceeding pertaining to the Leases, and, upon the request of Bank, to do so in the name and on behalf of Bank but at the expense of Owner, and to pay a comb and expenses of Bank, including reasonable attorneys' fees to the extent not prohibited by law, in any such action or proceeding in which Brink may appear;
E. to give written notice of this Agreement to each Lessee which notice after a such Lessee shall make all

payments of Rent directly to Bank;

F. to indemnify and hold Bank harmless for all liabilities, damages, costs and expenses, including reasonable attorneys' fees, Bank inclus when Bank, at its discretion, elects to exercise any of its remedies upon duty in of Lesses;

that if the Leases provide for abatement of rent during repair due to fire or other casualty. Bank shall be provided satisfactory insurance coverage; and

H. that the Leases shall remain in full force and effect regardless of any merger of the Ler or's and Lessee's interests.

- 8. COLLECTION OF RENT. Owner shall give notice of Bank's rights to all of said rents, issues or profits and notice of direct payment to Bank to those obligated to pay such rents, leaues or profits. Owner agrees to direct all tenants to pay rem due on become due to Bank. Owner shall endorse and deliver to Bank any money orders, checks or drafts which represent rents, issues 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 said rents, 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 of each Lessee in respect to an agminish for the benefit of creditors, bankruptcy, reorganization, rearrangement, insolvency, dissolution or receivership proceedings by Lessee, and O per shall immediately pay over to Bank all sums Owner may receive as creditor from such actions or proceedings. Also, Bank may collect or receive at payments paid by any Lesses. whether or not pursuant to the terms of the Leases, for the right to terminate, cancel or modify the Leases, and Owner shall immediately pay over to Bank all such payments as Owner may receive from any Lessee. Bank shall have the option to apply any montes re selved as such creditor to the Obligations, the Mortgage, or this Agreement. The collection or receipt of any payments by Bank shall not constitute Bark at being a Mortgages in possession.
- 9. EVENTS OF DEFAULT. Owner shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default): A. Failure by any party obligated on the Obligations to make payment when due thereunder; or

B. A default or breach under any of the terms of this Agreement, the Note, any construction to an agreement or other to an agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other 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 Bank 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 co-signer, endorser, surely or guarantor of the Obligations: or

D. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is proper for the Collateral (as hereinafter defined);

E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future. federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Owner. Borrower, or any one of them, or any co-signer, endorser, surely or guaranter of the Obligations; or

F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any coeigner, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Collaboral (as hereinafter defined) is impaired; or

G. Failure to pay and provide proof of payment of any tex; essessment, rent, insurance premium or escrow on or before its due date; or

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- H. A material adverse change in Owner's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Collateral or repayment of the Obligations; or
- 1. A transfer of a substantial part of Owner's money or property.
- 10. REMEDIES ON DEFAULT. At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of an Event of Default or at any time thereafter by Morigagor under the Morigage, Bank, at Bank's option, shall have the right to exercise any or all of the following remedies:

A. To continue to collect directly and retain Rent in Bank's name without taking possession of the Property and to demand, collect, receive, and sue for the Rent, giving proper receipts and releases, and, after deducting all reasonable expenses of collection, apply the balance as legally permitted to the Note, first to accrued interest and their to principal.

B. To recover reasonable attorneys' fees to the extent not prohibited by law.

C. To declare the Obligations immediately due and payable, and, at Bank's option, exercise any of the remedies provided by law, the Note,

the Morigage or this Agreement.

D. To enter upon, take possession of, manage and operate all or any part of the Property, make, modify, enforce or cancel any Leases, evict any Leases, increases or reduce Rent, decorate, clean and make repairs, and do any act or incur any cost Bank shall deem proper to protect the Property as fully as Owner could do, and to apply any funds collected from the operation of the Property in such order as Bank may deem proper, including, but not limited to, payment of the following: Operating expenses, management, brokerage, attorneys' and accountants' fees, the Obligations, and toward the maintenance of reserves for repair or replacement. Bank may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, mortgages under a mortgage, or wincelver to be appointed by a court, and krespective of Owner's possession.

The collection and application of the Rent or the entry upon and taking possession of the Property as set out in this section shall not cure or waive. any default, or modify or wave any notice of default under the Note, Mortgage or this Agreement, or invalidate any act done pursuant to such notice.

The enforcement of such term dy by Bank, once exercised, shall continue for so long as Bank shall elect, notwithstanding that such collection and application of Rent may have cure a trie original default. If Bank shall thereafter elect to discontinue the exercise of any such remedy, the same or any other remedy under the tew, the Note Mongage or this Agreement may be asserted at any time and from time to time following any subsequents default. The word "default" has the sent meaning as contained within the Note or any other instrument 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 Selecit, Bank shall be entitled to all of the remedies provided by law, the Note and any related loan documents. All rights and remedies are cumulative and not exclusive, and Bank is entitled to all remedies provided at law or equity, whether or not expressly set forth.

- 11. ADDITIONAL POWERS OF BANK. In addition to all other powers granted by this Agreement and the Mortgage, Bank also has the rights and powers; pursuant to the provisions of the litinole Code of Civil [for artire, Section 15-1101, at seq.
- TERM. This Agreement shall remain in effect as long as any part of the Chilgations remain unpaid. Upon payment in full of all such indebtschees. Bank shall execute a release of this Agreement upon Owner's request.
- 13. GENERAL PROVISIONS.
 - ERAL PROVISIONS.

 A. TIME IS OF THE ESSENCE: Time is of the essence in Owner's performe, use of all duties and obligations imposed by this Agreement.

 B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's forbearance from or delay in, the exercise of any of Bank's rights, remedies. privileges or right to insist upon Owner's strict performance of any provision, contained in this Agreement, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is some, by Bank.
 - "AMENDMENT." The provisions contained in this Agreement may not be amended, except through 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 DIS, 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 exclusive folum, venue and place of jurisdiction shall be in the State of Minols, unless otherwise designated in writing by Bank or otherwise required by law.
 - F. SUCCESSORS. This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.
 - NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
 - DEFINITIONS. The terms used in this Agreement, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Agreement.
 - PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph, in this Agreement are for convenience only and shall not be dispositive in interpreting or construing this Agreement or any part thereof.
 - J. IF HELD UNENFORCEABLE. If any provision of this Agreement shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Agreement.
 - K. NO ACTION BY BANK. Nothing contained herein shall require the Bank to take any action.

OWNER/BORROWER:

TEST BY

SECRETARY ABBISTANT

AKESIDE BANK AS TRUSTEE U/T/A DATED MAY 1,1991 A/K/A

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VICE - PRESIDENT & TRUST OFFICER

Assignment of Rents & Leases DIFOGGIO & LUCATORTO

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O TRUST \$10-1500, personally known to me to be the same person this day in person, and acknowledged that (he/she) signed and

"OFFICIAL SEAL"
STEVEN H. TOBIN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/22/93

This document was prepared by LAKESIDE BANK, 141 W. Jackson Blvd. Suite 1212, Chicago, Illinois. 60604.

Please return this document after recording to LAKESIDE BANK, 141 W. Jackson Bivd. Suits 1212, Chicago, Illinois 60804. THIS IS THE LAST PAGE OF A 4 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

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This EXCHIBIT "A" is referred to in and made a part of that certain Assignment of Plants and Leases (Agreement) dated Julie 11, 1951 by and between the following parties:

OWNER/BORROWER:

LAKESIDE BANK AS TRUSTEE U/T/A DATED MAY 1,1001 A/K/A TRUST 010-1800 141 W JACKSON SLVD SUITE 1212A CHICAGO, ILLINOIS 60604

BANK

LAKESIDE BANK en ILLINOIS beniting corporation 141 W. Jackson Blvd, Suite 1212 Chicago, Minole 60604 Tex I.D. # 36-2683814

The properties here!...: described are those properties referred to in the Agreement as being described in Exhibit "A":

property address: 509 W. 36TH STREET CHICAGO IL

P.I.N. #

: 17-33-312-008

Lot Four (4) in the Resubdivicion of Lots (ine (1) to Twenty-Five (25) both inclusive, and Thirty-Six (36) to Fifty (30) both inclusive in Benjamin Shortleff's Subdivision of the Southeast Quarter (1/4) of Block Twenty-Two (RZ) in the Canal Trustees Subdivision of Section 33, Township 37 North, Range 14. East of the Third Principal Meridian, in Cook County, Illinois. Cou

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SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

This Assignment of Rents is executed by the undersigned, not personally, but as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the trust estate which in part is securing the payment hereof and through enforcement of the pro it ions of any other collateral or guaranty from time to time securing payment hereof; no personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this Assignment of Rents or the making, issue or transfer thereof, all such personal liability of said Trustee, if any, being expressly walved in any manner.

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Gregor Carosove monthles TO THE THAT A TELLMOON.

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