

092546

ZROZOSKY & BROSKE
101 N. JACKER DR.
SUITE 1130
CHGO, IL 60606
ATTN: JOEL BROSKE
5210

446440 LD

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made as of the 25th day of January, 1990, between **CHEROKEE LIMITED PARTNERSHIP**, an Illinois limited partnership, (herein referred to as "Assignor"), and **BANK OF LINCOLNWOOD**, an Illinois banking association (herein referred to as "Assignee").

W I T N E S S E T H

THAT WHEREAS, the Assignor is justly indebted to Assignee for money borrowed in the aggregate principal sum of Four Hundred Thousand and No/Hundredths (\$400,000.00) Dollars as evidenced by a certain Note of even date herewith (herein called the "Note") which Note is secured by a certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called "the Mortgage") and the terms of which Note and which Mortgage are hereby incorporated herein by reference) upon certain property (herein called "said Property") in the County of _____ and State of Indiana, to wit:

Part of the North one-half, Northwest one-quarter Section 28, Township 36 North, Range 7 West of the 2nd P.M., more particularly described as follows:

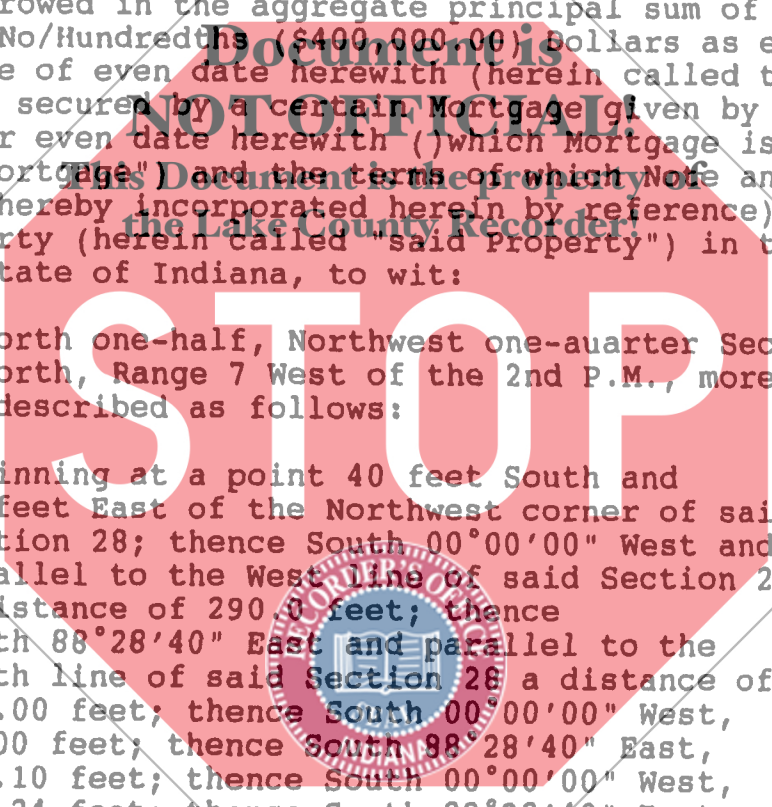
Beginning at a point 40 feet South and 35 feet East of the Northwest corner of said Section 28; thence South 00°00'00" West and parallel to the West line of said Section 28 a distance of 290.0 feet; thence South 88°28'40" East and parallel to the North line of said Section 28 a distance of 160.00 feet; thence South 00°00'00" West, 50.00 feet; thence South 88°28'40" East, 192.10 feet; thence South 00°00'00" West, 162.24 feet; thence South 88°28'40" East, 252.60 feet; thence North 00°00'00" East, 11.15 feet; thence South 88°28'40" East, 90.30 feet; thence South 00°00'00" West, 128.91 feet to a point 660 feet South of the North line of said Section 28; thence South 88°28'40" East, 626.65 feet to the East line of the Northwest one-quarter, Northwest one-quarter of said Section 28; thence North 00°02'20" East along the East line of the Northwest one-quarter, Northwest one-quarter of said Section 28 a distance of 220.00 feet; thence South 88°28'40" East,

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA, S.S. NO.

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99.00 feet; thence North 00°02'20" East,
400.00 feet to the South line of U.S.
Highway #6; thence North 88°28'40" West,
1386.09 feet to the point of beginning,
containing 16.087 acres more or less.

Common Address: Southeast Corner of
Hobart Road and Indiana Avenue
Hobart, Indiana

NOW, THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and effect of said Note, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being herein collectively called the "Indebtedness") and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in this Assignment of Rents and Leases, in the Note or Mortgage, or in any other agreement or document between Assignor and Assignee, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said Property, agreement for the use or occupancy of any part of said Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the assignee under the powers herein granted, and of all the avails thereof.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by the Assignor under the said Note or under the Mortgage above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process

of law and without any action on the part of the holder or holders of the Note of the Mortgage, enter upon, take and maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of the Assignor, from time to time make or cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all monies arising as aforesaid:

- (1) To the payment of the interest from time to time accrued and unpaid on the said Note;
- (2) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid;
- (3) To the payment of any and all other charges secured by or created under the said Mortgage; and

- (4) To the payment of the balance, if any, after the payment in full of the items hereinbefore stated.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default by the Assignor in the payment of the Indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from said Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the said Property for the term or terms of such lease or leases.

Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the assignee first obtained, Assignor will not:

- (1) Cancel or terminate any lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof, or accept a surrender of such lease;
- (2) Reduce the rent provided for in any lease, or modify such lease in any way, either orally or in writing, or grant any concession in connection with such lease, either orally or in writing;
- (3) Consent to any assignment of the interest of the tenant in any lease, or to any sub-letting thereof;
- (4) Accept any rent payable under any lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Assignee, shall be null and void.

Any default on the part of Assignor hereunder shall constitute a default of Assignor under the Note and Mortgage.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties

hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

In accepting this Assignment, the Assignee herein does not assume nor shall it be under any obligation whatever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the said Property.

If the Assignor shall pay all the indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

IN WITNESS WHEREOF, CHEROKEE LIMITED PARTNERSHIP, an Illinois limited partnership, caused these presents to be signed by its president and secretary on the day and year first above written.



CHEROKEE LIMITED PARTNERSHIP,
an Illinois limited partnership

By: *Thomas E. Overstreet*
General Partner

By: *Danny C. Cramer*
General Partner

