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ASSIGNMENT OF LEASE RIGHTS

WHEREAS, GERMANIA F.A. (the "Association"), has agreed to lend funds (the "Loan") to ALLAN R. HOFFMAN and EVELINE HOFFMAN, his wife, and ROBERT KAPLAN and LOIS KAPLAN, his wife, (the "Borrower"), to enable the Borrower to refinance the land and improvements (the "Facility") more particularly described in Exhibit A attached hereto and made a part hereof by reference in the Mortgage and Security Agreement, dated as of even date herewith, (the "Mortgage") to be owned by the Borrower and leased to certain tenants, whether now or hereafter in existence (collectively the "Lessees") pursuant to certain Lease Agreements whether now or hereafter in existence (the "Lease Agreements"); and,

NOW, THEREFORE, in consideration of the premises the Borrower hereby, subject to the terms hereof, covenants and agrees with the Association as follows:

ARTICLE I

The Borrower hereby grants, transfers and assigns to the Association, all of the right, title and interest of the Borrower in and to the Lease Agreements and all rentals and other monies received pursuant to the Lease Agreements, and all guarantees, modifications, amendments, supplements, extensions and renewals thereof for the purpose of securing the indebtedness of the Borrower.

Mail to: Germania Federal Savings and Loan Association
Attn: Stephen J. Schwartz
543 E. Broadway
P.O. Box 557
Alton, IL 62002

This Document Prepared By:
Thomas, Mottaz, Eastman & Sherwood
307 Henry St.
PO Box 940
Alton, IL 62002

HV

Box 333

Address of property: 8251 S. Green Chicago IL.
PIN: 19-34-183-008-0000.

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ARTICLE II

To protect the security of this Assignment of Lease Rights, the Borrower agrees:

A. To faithfully perform and discharge each and every material obligation, covenant and agreement under the Lease Agreements;

B. Not to materially modify or alter the terms of the Lease Agreements without the consent of the Association, except for modifications or alterations that will not materially adversely affect the Association's security; not to terminate except in the ordinary course of business the term of the Lease Agreements and not to accept a surrender thereof unless required to do so by the terms of the Lease Agreements; not to anticipate the rents thereunder in excess of sixty (60) days, or to waive, excuse, condone or in any manner release or discharge the Lessees thereunder of or from the obligations, covenants, conditions and agreements by the Lessees to be performed, including the obligation to pay their rentals called for thereunder in the manner and at the place and time specified therein.

C. That the Borrower will pay or cause to be paid any tax or fees imposed in relation to recording this Assignment of Lease Rights.

D. At the Borrower's sole cost and expense to appear in and to defend any action or proceeding arising under, growing out of or in any manner connected with the Lease Agreements or the obligations, duties or liabilities of the Borrower or the Lessees

thereunder, and to pay all costs and expenses of the Association, including reasonable attorney's fees, in any such action or proceeding in which the Association may appear.

E. That should the Borrower fail to make any payment or to do any act as herein provided within thirty (30) days after receipt of notice thereof, then the Association or its assignee, but without obligation so to do and without further notice to or demand on the Borrower, and without releasing the Borrower from any obligation hereof, may make or do the same in such manner and to such extent as the Association or its assignee may reasonably deem necessary to protect the security hereof, including specifically, without limiting its general powers, (i) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Association hereunder and also (ii) perform each and every obligation, covenant and agreement of the Borrower under the Lease Agreements contained, and (iii) in exercising any such powers, pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

F. To pay immediately upon demand all sums expended by the Association under the authority hereof.

G. To cause the Lease Agreements to be subordinated to the Mortgage and the Lessees to attorn to the Association and its assigns in the event of foreclosure in a form reasonably satisfactory to Association.

ARTICLE III

The Borrower hereby covenants and warrants to the Association that: (a) it has not executed any prior assignment of the Lease Agreements or of its right, title and interest to the rentals to accrue thereunder; (b) it has not performed any act or executed any instrument which might prevent it from operating under any of the terms and conditions hereof, or which would limit the Association in such operation; (c) it has not accepted rent under the Lease Agreements for any period subsequent to sixty (60) days from the current period for which rent has already become due and payable; (d) to the best of its knowledge and belief there is no default now existing under the Lease Agreements; and (e) it has not executed or granted any modification or amendment whatsoever of the Lease Agreements, other than the Amendment and Addendum to Conversion Lease Agreement by and between ALLAN R. HOFFMAN and ROBERT KAPLAN and Naugles, Inc. dated August 2, 1983.

ARTICLE IV

So long as there exists no Default by the Borrower under the Mortgage or the Note evidencing the Loan and secured thereby or a default in the performance of any material obligation, covenant or agreement herein or in the Lease Agreements contained, after the expiration of any applicable grace period, the Borrower shall have the right to collect upon but not prior to accrual, (except as otherwise herein provided) all rents, issues and profits from the Facility and to retain, use and enjoy the same.

Upon or at any time after the occurrence of a default under the Mortgage or the Note evidencing the Loan and secured thereby or a default in the performance of any material obligation, covenant or agreement herein, and the expiration of any applicable grace period, the Association may exercise all rights and remedies available to it under the Mortgage and/or the Note, including, but not limited to, the right to collect rents, exclude the Lessees from possession (subject to any Non-Disturbance, Attornment and Subordination Agreement), take possession, manage, operate and rent the Facility.

The Association shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease Agreements, or under or by reason of this Assignment of Lease Rights. Should the Association incur any liability, loss or damage under the Lease Agreements or under or by reason of this Assignment of Lease Rights, or in the defense against any such claims or demands, the Borrower shall pay to the Association the amount thereof, including costs, expenses and reasonable attorney's fees. The Association shall not be liable for any loss sustained by the Borrower when the Association is managing the Facility after a Default, except for willful misconduct or gross negligence.

Until the obligations of the Borrower under the Loan shall have been paid in full, the Borrower covenants and agrees to use its diligent, good faith efforts to lease the Facility and upon demand to transfer and assign to Association its right to rentals

and other monies under any and all subsequent leases, upon all or any part of the Facility upon the same terms and conditions as are herein contained, and to make, execute and deliver to the Association, upon demand, any and all instruments that may be necessary therefor, but the terms and provisions of this Assignment of Lease Rights shall apply to any such subsequent lease wrether or not so assigned and transferred.

Upon payment in full of the Borrower's obligations under the Loan, this Assignment of Lease Rights shall become void and of no effect and Association, its successor and assigns shall execute such documents in recorable form as are necessary to release and terminate this Assignment of Lease Rights.

ARTICLE V

This Assignment of Lease Rights inures to the benefit of and binds the Association and the Borrower and their respective heirs, successors and assigns.

All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed given, if sent by mail, on the third (3rd) business day after notice is deposited in the mails, and if sent by telegraph, when sent. All mail shall be sent postage prepaid by registered or certified mail, return receipt requested, addressed as follows:

To the Borrower:

Mr. Robert Kaplan
516 South Fifth Street
St. Charles, Missouri 63302

Mr. Allan Hoffman
St. Louis County Realty
12312 Olive Street Road
Suite 17
St. Louis, MO 63141

To the Association:

Germania F.A.
543 East Broadway
Alton, Illinois 62002

Such addresses may be changed from time to time by either party by serving notice as above provided.

Further Instruments. The Borrower also covenants and agrees that it will, upon the request of the Association, execute and deliver to the Association such further instruments and do and perform such other acts and things as the Association reasonably deems necessary or appropriate to make effective this Assignment of Lease Rights and the various covenants of Borrower herein contained and to more effectively vest in and secure to the Association the sums due or hereafter to become due under the Lease Agreements, including, without limitation, the execution of such additional assignments as shall be deemed necessary by the Association to effectively vest in and secure to the Association all rents, income and profits from any and all Lease Agreements. The Borrower further agrees that it will, from time to time, upon demand therefor, deliver to the Association an executed counterpart of each and every Lease Agreement then affecting all or any portion of the Facility.

No Waiver. The Borrower agrees that the collection of rents and the application as aforesaid or the entry upon or the taking of possession of the Facility, or any part thereof, by the Association shall not cure or waive any default or waive, modify or affect any notice of default under the Loan or Mortgage, or invalidate any act done pursuant to such notice, and the

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enforcement of such right or remedy by the Association, once exercised, shall continue for so long as the Association or its assigns shall elect. If the Association shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time upon any subsequent default after notice and the expiration of any applicable cure period.

Rights Cumulative. The rights and remedies of the Association hereunder are cumulative and not in lieu of, but are in addition to, any rights or remedies which the Association shall have under the Note and the Mortgage or at law or in equity, which said rights and remedies may be exercised by the Association either prior to, simultaneously with, or subsequent to, any action taken hereunder. The rights and remedies of the Association may be exercised from time to time and as often as such exercise is deemed expedient by the Association, and the failure of the Association to avail itself of any of the terms, provisions and conditions of this Assignment of Lease Rights for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Association to collect and receive the rents assigned hereunder or to take possession of the Facility, or to exercise any of the rights or powers herein granted to the Association shall, to the extent not prohibited by law, also extend to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Facility after any foreclosure sale.

85 271 148

Severability. If any provision of this Assignment of Lease Rights shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

Assignment. This Assignment of Lease Rights shall be assignable by the Association but not by the Borrower (without the consent of the Association which consent shall not be unreasonably withheld or delayed) and all representations, warranties, covenants, powers and rights herein contained shall be binding upon, and inure to the benefit of the Borrower and the Association and their respective successors and assigns.

IN WITNESS WHEREOF, this Assignment of Lease Rights has been executed as of ~~October~~ November 7, 1985.

"ASSOCIATION"

GERMANIA, F.A.

BY: [signature]

Title: VICE-PRESIDENT

(SEAL)

ATTEST:

BY: Mary D. Haynie

Title: Commercial Loan Assistant

"BORROWER"

[signature]
ALLAN R. HOFFMAN

[signature]
EVELINE HOFFMAN

[signature]
ROBERT KAPLAN

[signature]
LOIS KAPLAN

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STATE OF Missouri)
) SS
COUNTY OF St Louis)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Allan R. Hoffman and Eveline Hoffman, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as husband and wife, they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal the 7th day of November, 1985.

Patricia A Blake
Notary Public

My Commission Expires:

PATRICIA A. BLAKE
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 10/6/89
ST. LOUIS COUNTY

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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STATE OF Missouri)
) SS
COUNTY OF St Louis)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Robert Kaplan and Lois Kaplan, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as husband and wife, they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal the 7th day of November, 1985.

Patricia A Blake
Notary Public

My Commission Expires:

PATRICIA A. BLAKE
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 10/6/89
ST. LOUIS COUNTY

EXHIBIT A

THE NORTH 142.60 FEET OF THE SOUTH 262.60 FEET AS MEASURED ON THE WEST LINE OF LOT "A" IN THE RESUBDIVISION OF CERTAIN LOTS AND VACATED STREETS IN SCOTTSDALE THIRD ADDITION, BEING RAYMOND L. LUTGERT'S RESUBDIVISION OF PART OF LOT 5 IN THE ASSESSOR'S SUBDIVISION OF SECTION 34 AND THE NORTH 1/2 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF PART OF LOT 3 IN THE SUBDIVISION OF LOT 4 IN SAID ASSESSOR'S SUBDIVISION, ALSO LOTS "B", "C" AND "D" IN SCOTTSDALE FIRST ADDITION, IN COOK COUNTY, ILLINOIS.

85 271 143