

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that whereas American National Bank and Trust Company, not personally, but solely as Trustee under Trust Agreement dated May 5, 1978, and known as Trust Number 48638, with an address at 33 North LaSalle Street, Chicago, Illinois 60690 ("Land Trustee"), is the legal owner of the premises, in Cook County, Illinois, more particularly described as follows, to wit:

See Exhibit A

which premises are conveyed by that certain mortgage, executed by the undersigned, dated and recorded or to be recorded in the real estate records of Cook County, State of Illinois, which said mortgage, together with the Notes defined therein and the debt secured thereby, is owned and held by First Wisconsin National Bank of Milwaukee ("Bank"), with an address of 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, and First Wisconsin Trust Company, as Trustee under that certain Indenture of Trust dated October 1, 1985 relating to the \$3,000,000 Illinois Development Finance Authority Industrial Revenue Bonds (The Jefferson Partners Limited Partnership - 216 South Jefferson Project ("Bond Trustee"), as their interests appear, hereinafter collectively called the mortgagee, which word shall be construed as including the mortgagee, its successors, representatives and assigns; and

WHEREAS the Land Trustee and The Jefferson Partners Limited Partnership, owner of 100% of the beneficial interest in Land Trust No. 48638 (the "Land Trustee's Beneficiary", and collectively with the Land Trustee referred to hereinafter as the "Undersigned") are desirous of further securing the mortgagee in the indebtedness now due and to become due to the mortgagee secured by the mortgage or otherwise;

NOW, THEREFORE, in consideration of these presents and the mutual agreements herein contained and as further and additional security to the mortgagee, the undersigned, their respective successors and assigns, do hereby presently sell, assign, transfer, set over and grant to the mortgagee during the life of these presents and also during any proceedings brought to enforce the mortgage:

1. The right to the use and possession of and the right to rent, let and/or lease any or all of the furniture, which word shall be construed as including all of the furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind and description now or hereafter available for the use of the tenants and/or the operation of the premises in or to which the undersigned has any right, title or interest.

2. The right to the use and possession of the premises and all the rents, which word shall be construed as including any and all of the rents, issues, profits and

This instrument was drafted by and should be returned to Deborah J. Patel, of Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

ADDRESS: 216 S JEFFERSON ST, CHICAGO, IL

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avails now due and which may hereafter become due under and by virtue of any lease, whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the premises and/or furniture which may have been heretofore or may be hereafter made or agreed to between the undersigned or any other owner of the premises and/or furniture, and any tenant or occupant of any part of the premises and/or furniture, or which may be made or agreed to by the mortgagee under the power herein granted.

3. Any and all right, title and interest in and to any: (a) loss or damage and rebate, refund or return of any premium, now or hereafter paid or payable under any policy of insurance covering the whole or any part of the premises and/or furniture, all hereinafter called losses or rebates; (b) sum or sums now due or hereafter to become due by reason of any taking of the whole or any part of the premises for public purposes, by right of eminent domain or otherwise, or by reason of any claim now or hereafter existing against any and all parties whomsoever for compensation for real or alleged harm or damage done to or in connection with the premises, all hereinafter called damages, and (c) abatement, rebate, refund or return, whether now or hereafter payable, of the whole or any part of any tax, assessment or other charge levied or assessed upon the whole or any part of the premises or furniture whether heretofore or hereafter levied or assessed or that has been or hereafter is paid, all hereinafter called abatements.

Each of the undersigned irrevocably constitutes and appoints the mortgagee my true and lawful attorney in my name and stead; (a) to collect any and all of the said rents, losses or rebates, damages and/or abatements; (b) to use such measures, legal or equitable, as in its discretion may be deemed necessary or appropriate to enforce the payment of said rents, losses or rebates, damages, abatements and/or any security given in connection therewith; (c) to secure and maintain the use and/or possession of the premises and/or the furniture and/or any part of either; (d) to fill any and all vacancies and to rent, lease and/or let the premises and/or the furniture and/or any part thereof at its discretion; (e) to order, purchase, cancel, modify, amend and/or in any and all ways control and deal with any and all policies of insurance of any and all kinds now or hereafter on or in connection with the whole or any part of the premises or furniture at its discretion and to adjust any loss or damage thereunder and/or to bring suit at law or in equity therefor and to execute and/or render any and all instruments deemed by the mortgagee to be necessary or appropriate in connection therewith; (f) to adjust, bring suit at law or in equity for, settle or otherwise deal with any taking of any or all of the premises for public purposes as aforesaid or any claim for real or alleged harm or damage as aforesaid and to execute and/or render any and all instruments deemed by the mortgagee to be necessary or appropriate in connection therewith, and (g) to adjust, settle or otherwise deal with any abatements and to execute and/or to render any and all instruments deemed by the mortgagee to be necessary or appropriate in connection therewith; hereby granting full power and authority

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to the mortgagee to use and apply said rents, losses or rebates, damages and/or abatements to the payment of any taxes, assessments and charges of any nature whatsoever that may be levied or assessed in connection with the premises, to the payment of premiums on such policies of insurance on or in connection with the whole or any part of the premises and/or the furniture as may be deemed advisable by the mortgagee, to the payment of any and all indebtedness, liability or interest of the undersigned and/or the mortgage, whether now existing or hereafter to exist to the purchase of and/or the payment for such furniture as may be deemed necessary or advisable by the mortgagee, to the payment of all expenses in the care and management of the premises, including such repairs, alterations, additions and/or improvements to the premises and the furniture or any part of either, as may be deemed necessary or advisable by the mortgagee, to the payment of attorneys' fees, court costs, labor, charges and/or expenses incurred in connection with any and all things which the mortgagee may do or cause to be done by virtue hereof and to the payment of such interest on the indebtedness or on any of the foregoing, if any, as may be deemed necessary or advisable by the mortgagee; also hereby granting to the mortgagee full power and authority to make contracts for the care and management of the whole or any part of the premises and/or furniture in such form and providing for such compensation as may be deemed advisable by the mortgagee, and for the performance or execution of any or all of these presents, to constitute, appoint, authorize and in its place and stead put and substitute one attorney or more for me and as my attorney or attorneys, and/or the same at its pleasure again to revoke, and to do, execute, perform and finish for me and in my name all and singular those things which shall be necessary or advisable or which my said attorney or its substitute or substitutes shall deem necessary or advisable in and about, for, touching or concerning these presents or the premises or furniture or any of them as thoroughly, amply and fully as the undersigned could do concerning the same, being personally present, and whatsoever my said attorney or its substitute or substitutes shall do or cause to be done in, about or concerning these presents or the premises or furniture or any part of any of them I hereby ratify and confirm; and also hereby granting to the mortgagee full power and authority to exercise at any and all times each and every right, privilege and power herein granted, without notice to the undersigned.

The undersigned for the consideration aforesaid hereby expressly covenants and agrees:

a. That the mortgagee shall not in any way be responsible for failure to do any or all of the things for which rights, interest, power and/or authority are herein granted it and that the mortgagee shall be liable only for such cash as it actually receives under the terms hereof, provided, however, that failure of the mortgagee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the mortgagee.

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b. That the undersigned will execute upon the request of the mortgagee any and all instruments requested by the mortgagee to carry these presents into effect or to accomplish any other purpose deemed by the mortgagee to be necessary or appropriate in connection with these presents or the premises or furniture.

c. That the undersigned is entitled to receive said rents, losses or rebates, damages and/or abatements and to enjoy all the other rights and benefits mentioned herein; that the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the undersigned or by any person or persons whomsoever and that the undersigned has good right to sell, assign, transfer and set over the same and to grant to and confer upon the mortgagee the rights, interests, powers and/or authorities herein granted and conferred.

d. That during the life of these presents and also during any proceedings brought to enforce the mortgage the undersigned will not remove or cause to be removed from the premises any of the furniture and will not look to the mortgagee for any damage to the same.

e. That in the event the premises or furniture or any part of either are now or hereafter used or occupied by the undersigned or any of us as a homestead or otherwise, the undersigned will pay to the mortgagee upon its written demand such sum per month as in the opinion of the mortgagee is reasonable rent for the premises or furniture so used or occupied, to be applied by the mortgagee as hereinbefore provided, and upon demand made by the mortgagee will vacate the premises and/or surrender such furniture to the mortgagee or its substitute or substitutes.

f. That these presents shall in no way operate to prevent the mortgagee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of mortgage and/or the Notes or other obligations secured thereby and/or any extension of either.

The undersigned for the consideration aforesaid hereby ratifies and confirms all that the mortgagee may have done under any previous assignment of rents and/or in connection with the premises and/or the mortgage and agrees that words importing the singular number may extend and be applied to several persons or things, that words importing the plural number may include the singular and that words importing the masculine gender may include the feminine and neuter.

Anything herein to the contrary notwithstanding, it is understood and agreed that the consideration for this Assignment of Rents is also the making by the Mortgagee of the loan secured by said mortgage, that this Assignment of Rents shall not be exercised until and unless a default shall occur in the payment of interest or principal due under said note or in the performance or observance of any of the conditions or agreements of any instrument now or at any

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time securing said Notes or the debt secured or evidenced thereby or any other obligation under the Mortgage or by any extension thereof and that nothing herein contained shall be deemed to affect or impair any rights which the mortgagee may have under said Notes or Mortgage or any other instrument herein mentioned.

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of said premises to pay all unpaid rental agreed upon in each tenancy to the said mortgagee upon receipt of demand from said mortgagee to so pay the same.

This Agreement is executed by American National Bank and Trust Company of Chicago, not personally but as Land Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Land Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated May 5, 1978 and known as Trust Number 78538 ("Land Trust"), at Chicago, Illinois. It is expressly understood and agreed that nothing in this Mortgage contained shall be construed as creating any personal liability whatsoever against said Land Trustee except as Land Trustee, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder. It is further understood and agreed that the said Land Trustee has no agents or employees and merely holds naked legal title to the property herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said Land Trust.

IN WITNESS WHEREOF, the undersigned have caused these presents, to be duly executed, sealed, and delivered as of the 1st day of October, 1985.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally
but as trustee as aforesaid

By: [Signature]
Name: SUZANNE L. LANE
Title: 1 Vice President

Attest: [Signature]
Name: [Signature]
Title: SECRETARY

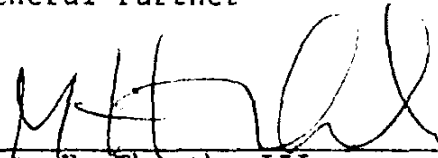
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JEFFERSON PARTNERS LIMITED
PARTNERSHIP, an Illinois
Limited Partner

By: Thrush and Co., Inc.
Its General Partner

By: 
George W. Thrush, III,
President

(CORPORATE SEAL)

Attest: 
Esther Fox, Secretary

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STATE OF Illinois)
COUNTY OF Cook) SS.

On this NOV 20 day of 1985, 1985, before me, a Notary Public, personally appeared SUZANNE G. BAKER and ERNEST W. BAKER, to me personally known, who being by me duly sworn, did say that they are the Assistant Secretary and Assistant Secretary, respectively, of American National Bank and Trust Company of Chicago, a corporation, and that this instrument was signed and sealed on behalf of such corporation, and the said Suzanne G. Baker President and Ernest W. Baker Secretary acknowledge the execution of this instrument as the free act and deed of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Name: _____
Notary Public
State of Illinois
County of Cook

[NOTARIAL SEAL]

STATE OF Illinois)
COUNTY OF Cook) SS.

On this 30th day of November, 1985, before me, a Notary Public, personally appeared George H. Thrush III and Esther Fox, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Thrush and Co., Inc., an Illinois corporation and the sole general partner of The Jefferson Partners Limited Partnership, an Illinois limited partnership and that this instrument was signed and sealed on behalf of such corporation and partnership, and the said President and Secretary acknowledge the execution of this instrument as the free act and deed of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Name: _____
Notary Public
State of Illinois
County of Cook

[NOTARIAL SEAL]

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EXHIBIT A

Lots 9 and 10 and South 1/2 of Lot 8 in MAGIE & MERRILL'S
SUBDIVISION of the East 1/2 of Block 27 in School Section's
Addition to Chicago in the North West 1/4 of Section 16,
Township 39 North, Range 14 East of the Third Principal
Meridian, in Cook County, Illinois.

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