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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made this 26th day of December, 1985, is by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as Trustee under Trust Agreement dated March 15, 1969, and known as Trust Number 28019, whose address is 33 North LaSalle Street, Chicago, Illinois, 60602, (hereinafter called "Assignor" and/or "Borrower"), and LYONS SAVINGS AND LOAN ASSOCIATION, an Illinois chartered savings and loan association, whose address is 911 North Elm Street, Hinsdale, Illinois, 60521, (hereinafter called "Assignee").

1.1 Assignor, pursuant to authority granted by its Beneficiary, and for good and valuable consideration, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower in, to and under all leases together with any and all future leases hereinafter entered into by any lessor affecting the subject property commonly known as 512 West Barry, Chicago, Illinois, 60657, and legally described in Exhibit "A" attached hereto and made a part hereof, and all guarantys, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases", and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the subject property.

2.1 This Assignment is made for the purpose of securing;

(a) The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of even date herewith in the principal sum of ONE MILLION SIXTY-FIVE THOUSAND AND NO/100 DOLLARS ($1,065,000.00) (hereinafter referred to as the "Note") and secured by a certain Mortgage and Security Agreement (hereinafter referred to as the "Mortgage") of even date herewith encumbering the subject property; and

(b) The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

(c) The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage and any other instrument constituting security for the Note.

3.1 Assignor covenants and agrees with Assignee as follows:

(a) The sole ownership of the entire Lessor's interest, if any, in the Leases is vested in Borrower, and that Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

(b) Those Leases, listed on the Schedule of Leases attached hereto as Exhibit "B" and expressly made a part hereof are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered, nor have any of the terms and

conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

(c) There are no leases on the subject property except those listed on the Schedule of Leases (if one be attached hereto).

(d) None of the Leases shall be materially altered, modified, amended, terminated, cancelled or surrendered, nor any term or condition thereof be waived without the prior written approval of the Assignee.

(e) There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

(f) Assignor shall give prompt notice to Assignee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the Borrower, together with a complete copy of any such notice.

(g) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

(h) Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

(i) Assignor will not collect rental under any Lease more than one (1) month in advance of the due date thereof.

4.1 The parties further agree as follows:

(a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notice is sent to the Assignor in writing that a default has occurred, and has not been cured, under the terms and conditions of this Assignment, the Mortgage, the Note or any other instrument constituting additional security for the Note (which notice is hereafter called the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the subject property.

(b) In the event of any default at any time in this Assignment, the Note, Mortgage or any other instrument subject to cure and notice periods, constituting additional security for the Note, Assignee, at its option, may receive and collect all such rents, income and profits as they become due, from the subject property and under any and all Leases of all or any part of the subject property. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

(c) Borrower hereby irrevocably appoints Assignee as its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject property, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of

any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the subject property are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

(d) From and after service of the Notice of any default that has not been cured, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the subject property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the subject property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of the Notice of any default that has not been cured, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the subject property and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the subject property or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine according to provisions of the Security Documents executed herewith. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the subject property, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the subject property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the subject property or for any negligence in the management, upkeep, repair or control of the subject property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

(e) Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

5.1 The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

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6.1 If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

7.1 All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the addresses of the parties hereto as delineated below, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

IF TO ASSIGNEE: Lyons Savings and Loan Association
911 Elm Street
Hinsdale, Illinois 60521
Attn: William E. Hale, Esq.

ASSIGNOR: American National Bank and Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60602
Attn: Land Trust Department (Trust Number 28019)

COPY TO: Mr. Robert J. Buford
Planned Partnerships, Inc.
414 North Orleans
Suite 408
Chicago, Illinois 60610

8.1 The terms "Assignor", "Assignee", and "Borrower" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as reference terms only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

9.1 This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

10.1 It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, as Trustee aforesaid.

(SEAL)

By: _____
Its VICE PRESIDENT

Attest: _____
Its ASSISTANT SECRETARY

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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that _____ personally known to me to be the VICE PRESIDENT of, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under Trust Agreement Number 28019, and _____, personally known to me to be the ASSISTANT SECRETARY of said corporation, and 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 such VICE PRESIDENT and ASSISTANT SECRETARY, they signed and delivered the said instrument as _____ and _____ of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27 day of December, 1985.

MY COMMISSION EXPIRES JANUARY 7, 1986

My commission expires _____.

THIS INSTRUMENT PREPARED BY AND SHOULD BE MAILED TO:
JOANNE L. LANIGAN
LYONS SAVINGS AND LOAN ASSOCIATION
911 Elm Street
Hinsdale, Illinois 60521

BOX 333 - HV

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1985 DEC 31 PM 1:00

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EXHIBIT A

LEGAL DESCRIPTION

Lot 10 and the West 22 feet of Lot 11 in Culver's Addition to Chicago, being a subdivision of the South 20 rods of the North 60 rods of the North East 1/4 of the North West 1/4 of Section 28 and the South 1/4 of the North East 1/4 of the North West 1/4 of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 512 West Barry, Chicago, Illinois, 60657

Permanent Real Estate Tax Index Number: 14-28-105-031-0000

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EXHIBIT B

SCHEDULE OF LEASES

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Art. #	Unit Type	Tenant	Rent	Lease Expiration
201	1 Bdrm.	Awerenti, J.	465	5/1/86
202	1 Bdrm.	White, S.	465	5/1/86
203	1 Bdrm.	Ned — Janitor	465	Mo/to/Mo
204	Studio	Buellesbach, J.	340	5/1/86
205	Studio	Calvin, J.	340	10/1/86
206	Studio	Dodson, M.	330	5/1/86
207	Studio	Krumpart, L.	340	5/1/86
208	Studio	Davenport, T.	340	5/1/86
209	Studio	Schraro, L.	340	10/1/86
210	1 Bdrm.	Thompson, D.	460	10/1/86
211	1 Bdrm.	Saleh, R. & A.	450	10/1/86
212	1 Bdrm.	Roldan, N.	450	10/1/86
301	1 Bdrm.	Mijoskov, S.	475	5/1/86
302	1 Bdrm.	Suszynski, M.	475	10/1/86
303	1 Bdrm.	Bischoff, B.	475	10/1/86
304	Studio	VACANT	350	5/1/86
305	Studio	Wolters, C.	360	5/1/86
306	Studio	Thomas, J.	350	10/1/86
307	Studio	Kurrin, J.	350	10/1/86
308	Studio	Baker, B.	350	10/1/86
309	Studio	Smrz	350	10/1/86
310	1 Bdrm.	Soltmann, C.	460	5/1/86
311	1 Bdrm.	Cocke/Walker	460	5/1/86
312	1 Bdrm.	Breithaupt	460	10/1/86
401	1 Bdrm.	Fugazzotto, G.	475	10/1/86
402	1 Bdrm.	Kuenzel, K.	475	5/1/86
403	1 Bdrm.	Sharkey, L.	475	5/1/86
404	Studio	Perez, J.	350	5/1/86
405	Studio	Fox	360	9/30/86
406	Studio	Cox	350	9/30/86
407	Studio	Anderson, C.	350	5/1/86
408	Studio	Hill, B.	350	5/1/86
409	Studio	Beavers, L.	360	5/1/86
410	1 Bdrm.	Ferrero, C.	460	10/1/86
411	1 Bdrm.	Bauer, P.	460	5/1/86
412	1 Bdrm.	Adams/Snodgrass	470	5/1/86
501	1 Bdrm.	LeBlanc	485	5/1/86
502	1 Bdrm.	Thomas, D.	495	5/1/86
503	1 Bdrm.	Litwin, D.	485	5/1/86
504	Studio	Bhargava, N.	355	10/1/86
505	Studio	Rattner	365	10/1/86
506	Studio	Jones, J.	355	10/1/86
507	Studio	Boardway, K.	355	10/1/86
508	Studio	Bersky	365	10/1/86
509	Studio	Lamm, P.	355	5/1/86
510	1 Bdrm.	Warman, K.	465	5/1/86
511	1 Bdrm.	David, A.	465	5/1/86
512	1 Bdrm.	Neal, G.	440	10/1/86