

ASSIGNMENT OF RENTS

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A. LASALLE NATIONAL BANK, a national banking association, not personally but as trustee under the provisions of a deed or deeds in trust recorded and delivered to said Trustee pursuant to provisions of trust agreement dated August 27, 1986 and known as Trust Number 111507 ("Assignor"), by Mortgage With Assignment of Rents of even date herewith (hereinafter the "Mortgage"), mortgaged to SAN ANTONIO SAVINGS ASSOCIATION ("Assignee"), the real property (the "Property") more particularly described in the attached Exhibit "A".

B. The Mortgage was given to secure the payment of a promissory note in the amount of \$2,917,600.00 dated September 5, 1986, executed by Assignor and payable to Assignee (the "Note"). The Mortgage and the Note are incorporated herein by reference for all purposes.

C. Assignor, as lessor, has entered into leases, and will enter into leases in the future, in connection with the improvements located on the Property (the "Leases"). An itemized schedule of the Leases presently in force is attached hereto as Exhibit "B".

NOW, THEREFORE, for value received, Assignor hereby absolutely and unconditionally assigns and transfers to Assignee (1) all the rents, issues, profits, royalties, bonuses, rights, revenues and any other income of the Property, including those now due, or to become due by virtue of the Leases, or any other agreement for the occupancy or use of all or any part of the Property, regardless of the party to whom the rents and revenues of the Property are payable; and (2) all the Leases and any other agreements for the use or occupancy of all or any part of the Property, including any and all extensions, renewals and replacements thereof. All Leases, other agreements for use or occupancy, extensions, renewals and replacements are hereafter collectively referred to as the "Leases".

This assignment and agreement shall be under the following terms and conditions:

1. Until the Note, and all renewals and extensions thereof, are paid in full, or, until the Property is released by Assignee as security for the Note, Assignor shall transfer, sell and assign unto Assignee all subsequent leases of the Property, or any part thereof. All references herein to the Leases shall also refer to any future leases.

2. Assignor acknowledges that this assignment in no way affects or alters the Note and Mortgage. Assignor hereby agrees to make or cause to be made:

(a) all payments of principal and interest on the Note and any amendments, extensions or renewals thereof;

(b) payment of all other sums, with interest thereon, becoming due and payable to Assignee under the provisions of this Assignment or of the Note and Mortgage; and

(c) punctual performance and discharge of each and every obligation, covenant and agreement contained in the Note, the Mortgage or in any other instrument executed by Assignor in connection with the Note.

3. Assignor warrants and represents that Assignor has not previously assigned the Leases or the rents and revenues of the Property, or executed any other instrument which would interfere with or in any manner prevent Assignee from obtaining the full benefits of the provisions of this Assignment.

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This instrument prepared by
D. Wayne Cheate
Watt, Gooden, Davidson & Trullio
Two Sage Center
San Antonio, TX 78216

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4. Assignor covenants and agrees with Assignee:

(a) not to collect any of the rent, income and profits from the Property more than one month in advance of the time that the same shall become due under the provisions of the Leases (other than for security deposits made under the Leases);

(b) not to execute any other assignment of the rents, income or profits arising or accruing from the Leases or the Property;

(c) to assign and transfer to the Assignee any and all other leases entered into after the date of this Assignment upon all or any part of the Property and to execute and deliver, at the request of the Assignee, all such further assignments in the premises as the Assignee shall from time to time require;

(d) that if any act shall be done by the Assignor in breach of the foregoing, then such act shall be null and void and without force or effect unless specifically agreed to in writing by the Assignee.

5. Assignor hereby authorizes Assignee or Assignee's agents to collect the rents and revenues from the Property and hereby directs each tenant of the Leases to pay such rents and revenues to Assignee or Assignee's agents; provided, however, so long as there shall exist no default by Assignor in the payment of the principal and interest on the Note, in the performance of any obligation, covenant or agreement contained herein, in the Note, the Mortgage or in any other instrument executed by Assignor in connection with the Note, Assignor shall have the right to collect and receive as trustee for the benefit of Assignee and Assignor all rents and revenues arising under the Leases or from the Property and to apply the rents and revenues so collected to the sums secured by the Mortgage, with the balance, so long as no such default exists, to the account of Assignor; it being the intention of Assignor and Assignee that this Agreement constitutes an absolute assignment and not an assignment for additional security only.

6. Upon or at any time after default by the Assignor in the payment of the principal and interest on the Note, in the performance of any obligation, covenant or agreement contained herein, in the Note, the Mortgage, or in any other instrument executed by the Assignor in connection with the Note, the Assignee may, but is not obligated or required, at its option, without notice, and without regard to the adequacy of the security for the said principal and interest on the Note, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a Court, take possession of the premises described in the Mortgage, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper. Additionally, Assignee may demand, sue for or otherwise collect and receive all rents, income and revenues of the Property, including those past due and unpaid, without taking possession of the Property. Assignee shall also have full power to make, from time to time, all alterations, renovations, repairs or replacements as may seem proper to Assignee and to apply such rents, income and profits to the payment of:

(a) all expenses of managing the Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Property, including all taxes, charges, claims, assessments, and any other liens, and premiums for all insurance which the Assignee may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and regaining possession of the Property; and

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County of Cook, Illinois

The undersigned, Clerk of the County of Cook, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the County of Cook, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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(b) the principal and interest on the Note, together with all costs and attorneys' fees incurred by Assignee in enforcing Assignor's obligations hereunder, under the Note and the Deed of Trust, all in such order of priority as to any of the items mentioned in this paragraph as the Assignee in its sole discretion may determine.

No credit shall be given by Assignee for any sum or sums received from the rents, income and revenues of the Property until the money collected is actually received by Assignee and no credits shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit on any indebtedness secured by the Mortgage be given for any rents, income and revenues derived from the Property after Assignee obtains title to the Property under order of Court or by operation of law or otherwise. The exercise by Assignee of the option granted in this paragraph and the collection of the rents, income and revenues and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, Mortgage, this Assignment or any other instrument executed by Assignor in connection with the Note.

7. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the premises after default or from any other act or omission of Assignee in managing the Property after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Furthermore, it is understood that Assignee shall not be obligated to assume, perform or discharge nor does Assignee undertake to assume, perform or discharge, any obligation, duty or liability of Assignor under the Leases, it being agreed that Assignee shall be treated as agreeing to assume, perform or discharge such obligations, duty or liability only if Assignee shall, by written notice sent to the tenant named in the Leases, specifically so elect.

In no event shall Assignee be liable for the performance or discharge of any obligations not expressly assumed by it, or in any assignment or other transfer by Assignee of its interests in the Leases or the Property to any other party. Assignor shall, and does hereby agree to, defend (with counsel acceptable to Assignee), indemnify and hold Assignee harmless from and against any and all liability, loss, cost, damage or expenses which may be or is incurred by Assignee under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee or by reason of any alleged obligations or undertakings on the part of Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases, except such obligations or undertaking expressly assumed by Assignee.

If Assignee should incur any such liability, or be subject to any such claims, all expenses incurred or expended by Assignee in protecting its interest (including attorneys' fees) shall be secured by the Mortgage and Assignor shall reimburse Assignee immediately upon demand. Upon the failure of Assignor to reimburse Assignee, Assignee may, at its option, declare all sums evidenced by the Note and secured by the Mortgage immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility upon Assignee, except as otherwise specifically provided, for the control, care, management or repair of the Property, nor for the carrying out of any of the terms and conditions of the Leases nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by the tenant or any other parties, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, employee or stranger.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

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8. In the event there shall have been made payment in full of the principal and interest on the Note, and Assignor shall make, or cause to have been made, full performance of all of Assignor's obligations under the Mortgage, this Assignment, and all other instruments executed by Assignor in connection with the Note, this Assignment shall become and be void and of no further force or effect. An affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee indicating that any part of the principal or interest on the Note remains unpaid or that Assignor's obligations remain unperformed shall be conclusive evidence of the continuing validity and effectiveness of this Agreement and any person may, and is authorized to, rely thereon.

9. Assignor authorizes and directs the tenants named in the Leases, upon receipt from Assignee of written notice to the effect that (i) Assignee is then the holder of the Note, Mortgage and this Assignment; and (ii) that a default exists under any of the provisions of one or all of such instruments, to pay over to Assignee all rents, income and revenues arising or accruing under the Leases and to continue to do so until otherwise notified by Assignee. Assignor agrees that (i) any tenant or occupant shall have the right to rely upon notice by Assignee without obligation or right to inquire as to whether default actually exists; and (ii) Assignor shall have no right or claim against any such tenant or occupant for any such rents paid by any tenant or occupant to Assignee following receipt of such notice.

10. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, Mortgage or under any other instrument executed by Assignor in connection with the Note, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of any instrument executed by Assignor in connection with the Note. The collection and application of the rents, income and revenues to the Note, or as otherwise provided above, shall not constitute a waiver by Assignee of any default which might at the time of such application or thereafter exist under any documents executed by Assignor in connection with the Note. The Note may be accelerated in accordance with its terms, notwithstanding the application of rents, income and revenues.

11. In the event of foreclosure of the Mortgage by sale or otherwise, Assignee is authorized (i) to sell Assignor's interest in the Leases as lessor together with the Property; or (ii) to assign the same without the Property; or (iii) to assign the same without consideration to the purchaser at any such sale or to any other claimant to title to the Property by virtue of foreclosure of the Mortgage. There shall be no liability to account to Assignor for any rents or profits accruing after the foreclosure of the Mortgage.

12. Assignor agrees to execute and deliver to Assignee such further instruments and documents as, from time to time during the existence of this Assignment, Assignee may reasonably require in order to perfect the interest and rights of Assignee under this Assignment.

13. No remedy or right conferred upon Assignee by operation of law, by this Assignment, the Note, the Mortgage or by any other instrument executed by Assignor in connection with the Note is intended to be, nor shall it be, inclusive of any other right or remedy, but each and every remedy or right shall be cumulative and shall be in addition to every other remedy or right conferred upon Assignor and each and every such remedy or right may be pursued by Assignee in such manner and order, together or separately, and at such times as Assignee may elect.

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

Witness my hand and the seal of said County Clerk's Office, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Subscribed and sworn to before me this _____ day of _____, 19____.

Notary Public for Cook County, Illinois

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

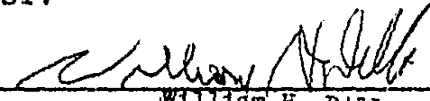
15. Notice provided for in this Assignment must be in writing, and may be given or served, unless otherwise expressly provided herein, by depositing the same in the United States Mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party (or, if the party or parties to be notified be incorporated, to an officer of such party), or by prepaid telegram, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be effective three (3) business days following deposit, postage pre-paid, into the care and custody of the U.S. Postal Service. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties and their currently designated agents for the receipt of notice hereunder are: for Assignor, c/o Crown Oaks, Inc., 777 Mercantile Parkway, Suite 580, Arlington, Texas 76011, and for Assignee, 601 N.W. Loop 410, San Antonio, Texas, 78216, Attention: President-The Real Estate Group. The parties and their respective successors and assigns shall have the right from time to time, and at any time, to change their respective addresses and agents for the receipt of notice and shall have the right to specify as their respective addresses and agents any other by giving at least fifteen (15) days' prior written notice to the other party.

16. This Assignment of Rents ("Assignment") is executed by LASALLE NATIONAL BANK, not personally but as trustee under Trust No. 111507 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LASALLE NATIONAL BANK hereby warrants that it possess full power and authority to execute the Assignment) and it is expressly understood and agreed that nothing contained herein or in the Note, or in any other instrument executed in connection with the Note, shall be construed as creating any liability on the part of said Assignor, or on said LASALLE NATIONAL BANK personally to pay said Note or any interest that may accrue thereon.

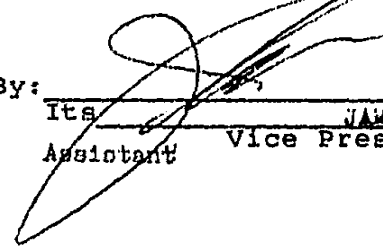
DATED the 5th day of September, 1986.

(SEAL)

ATTEST:


Its William H. Dillon
Assistant Secretary

LASALLE NATIONAL BANK, as Trustee
as aforesaid and not personally.

By: 
Its JAMES A. CLARK
Assistant Vice President

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STATE OF ILLINOIS §

COUNTY OF COOK §

The foregoing instrument was acknowledged before me this 5th day of SEPTEMBER, 1986 by JAMES A. CLARK and WILLIAM H. DILLON, the ASSISTANT VICE PRESIDENT and Assistant Secretary of LASALLE NATIONAL BANK, a national banking association, as Trustee as aforesaid, on behalf of LASALLE NATIONAL BANK for the uses and purposes thereon set forth.

Mauro Framasini
NOTARY PUBLIC

My commission expires:
4-28-90

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EXHIBIT "B"
(Page 1 of 1 Page)

NONE

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EXHIBIT A

Parcel 1:

All of Lots 1 to 6 in the Resubdivision of the East half (E-1/2) of the Southeast quarter (SE-1/4) of Section 19, Township 37 North, Range 14 East of the Third Principal Meridian (except right of way of Chicago, Rock Island and Pacific Railroad Company) and except that part lying Easterly of the following described line; Beginning in the South line of Lot 6 aforesaid, 352 feet West of the East line of said Quarter Section, (as measured in said South line); thence Northeasterly to a point, 58 feet North of and 332 feet West of the Southeast corner of said Southeast Quarter (as measured North in the East line thereof and at right angles thereto); thence North parallel with the East line of said Quarter Section a distance of 421.62 feet; thence Northeasterly to a point 1105.81 feet North of and 299.52 feet West of the Southeast corner of said Quarter Section, (as measured North in the East line thereof and at right angles thereto); thence North parallel with the East line of said Quarter Section a distance of 200 feet; thence Northwesterly to a point 1932.12 feet North of and 322 feet West of the Southeast corner of said Quarter Section (as measured in the East line thereof and at right angles thereto); thence North parallel with the East line of said Quarter Section to the intersection with a line 15 feet South of and parallel with the North line of Lot 1 aforesaid; thence Northwesterly to the North line of said Lot 1, 307 feet West of the Northeast corner thereof, (as measured in said North line), in City of Chicago, Cook County, Illinois.

Parcel 2

Lots 1 to 40 both inclusive in Block 2 and Lots 1 to 6 both inclusive in Miller's Resubdivision of part of Block 2, all in Butterfield's Subdivision of Lots 1, 2, 3, and 6 in Kruger's Subdivision the Northeast quarter of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian,

also

All of vacated alley lying between 119th and 120th Streets between Paulina and Marshfield, which adjoins the above described Lots all in Cook County, Illinois.

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Parcel 3:

Lots 1 to 5 inclusive, Lot 7 (except the North 8 feet thereof) and all of Lots 8, 9 and 10 in Block 3 in Butterfield's Subdivision of Lots 1, 2, 3 and 6 of Krueger's Subdivision of the Northeast quarter of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian.

Parcel 4:

Lots 1, 2, 3, 4, and 5 in resubdivision of Lots 40 to 44 in Block 3 of Butterfield's Subdivision of Lots 1, 2, 3, & 6 of Krueger's Subdivision of Northeast quarter of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Street Address of Property,
1700 W. 119th Street
Chicago, IL 60643

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1700 W. 119th Street

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	25-30-203-004 - 4
	25-30-203-005 - 5
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