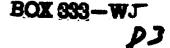
ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that HARRIS BANK ROSELLE, not personally, but solely as Trustee under a Trust Agreement dated NOVEMBER 14, 1986, and known as Trust Number 12556 ("Borrower") located at 160 E. IRVING PARK ROAD, ROSELLE, ILLINOIS, 60172, and BIRGER C. NYBORG, LAWRENCE J. KENDZIOR, AND CALVIN E. KOEPPEL (the "Beneficiaries") whose address is C/O 675 E. IRVING PARK ROAD, ROSELLE, ILLINOIS 60172 (the Borrower and the Beneficiaries collectively called the "Assignor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto USAmeribanc/Woodfield, Higgins and Meacham Roads, Schaumburg, Illinois, 60196 (hereinafter referred to as the "Assignee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases"), relating to that certain real estate situated at 975 E. NEPSE ROAD, ROSELLE; State of Illinois, legally described in Exhibit A attached hare to and made a part hereof and the improvements now or hereafter erected there(x) (the "Project Site"), including, without limiting the generality of the roregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents, royalties, contract rights, security deposits, minimum rents, additional rents, percentage rents, storage space facilities rents, late fees, parking fees, common area maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, the premium payable by any obligor under any of the Leases upon the exercise of a cancellation privilege originally provided in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Project Site together with any and all rights and claims of any kind which Assignor may have against any obligor under any of the Leases or any subtenants or assigners thereof, or any occupants of the Project Site and all other sums due or which may hereafter become due under or by virtue of the Leases.

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principer of and interest on that certain Installment Note (the "Note") of the Borrower Cated DECEMBER 4, 1986, payable to the order of the Assignee in the face principal sum of ONE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,500,000.00) expressed to bear interest prior to maturity, and after maturity until paid as set forth in the Note, (ii) the performance of all obligations, covenants promises and agreements contained herein or in that certain Mortgage and Security Agreement dated of even date herewith from the Assignor to the Assignee (the "Mortgage"), conveying and mortgaging the Project Site as security for the Note and any and (111) the performance all other indebtedness intended to be secured thereby, of all obligations, covenants, promises and agreements contained herein and any and all other indebtedness intended to be secured thereby, and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii) and (iii) or any security thereiche or any rights of the Assignee in connection therewith, including this Assignment (the note and the other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii) and (iv) above being hereinafter collectively referred to as the "indebtedness hereby secured").

The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or

Prepared By and Mail To: John A. Kierna, Asst. Vice President USAmeribanc/Woodfield Higgins & Meacham Roads Schaumburg, Illinois 60196



RESPONDED TO THE PRESENT HERE

KNOW ALE MEW BY THEYN PYFYERTS, That BANKI BANKI KONELLE, But personally, but solely as Transpersoners & Trust ) present dated NOVEMBER 14, 1986, and troop as Trust Research in the second of Trust Research at 150 E. 1 RVING PARK ROAD. BOSELLE, TILLIUTE, BOILE, and BIRER OF MYROKE, LAWRENCE J. MERUZIOR, AND COLVIN E. WESTERE (the "besetiction less) stoom address is C/O DYS E. TEVING PAWC 20AD, ROSELDAL MALAWOOD FOLDS (the Borrower and the Beneficiaries ordisctively orlined the "Assignor"). In rospictor of the sum of Ten Dollars and other ydared our Boaredu your in 19me from 19me our oil and boardison of the day boar coknowledged. does hereby assign, transion and set over unto Esamorthyand Wood beld. Riggins and then two Meads. Schaumburg. Illindia, 60196 (bereinar'en rederrad to as the break over), all right, tithe and interest of the Austquer in under or parence or by and all present or interes leases or sublesses, whether written or ord; or any intthes or possession of, or any agreements for the due of odoucands if, the whole of any part of the real sature and promited hereled you decarabed widch the Abelghar may have semetofone mode ot aspect to be bey hereafter make on agree to, on which has hear made on egrand to it the Assignment being powers nemerical for granted. Including all enough the top end couplements to and renewals thereof at any time made (collectively the "Leases"), rotating to that certain real cruits simusted at 215 E. MESS: 2000, FORELES fout ov 1111role, legally described in Exhibit A attached howers wit out out a province and the improvements now or hereefter ercetted thereon the "Project Size", including widerit ilmiting the generality of the Computing, all major, title and intercest of Assigner in and to all the restor whether fixed of contingant, earthys, remewal restor. Republics, control willies, continue the second teath, cities, editional restor, percentage routh, sucrease space that lities wents, arts feet, parking has common avec maintenance, the feet, parking has common avec maintenance, that and insurence contributions, deficiency vents and liquidated disagree followers wiscult the present a people by any oblique any arithmeter and and the tank of the Leasers upon the early of the leasers appeared to the control of the large appearance. provided in any of the beases, the little of the payable ander any policy of inenuance covering loss of the transfer is a loss of the anterestability caused by description or desage to the Project Site trather with any end all rights and claims of any kind which Assigner may says against any oblique under any of the Leases or any configuration of the Project Site and all other sums due or whit have hereafter become due under or by virtue of the Leanues.

This Assignment is made of throw as collateral security for, and shall secure (1) the paraset in full . All . All collateral of and interest on that certain fraidiment into this Trote's a the forcome. Asted DECEMBER 1. 1980, reyable to the order of the Art operator to the creat of the Art operator of the

The hectenor case hereby issertably constitute and appoint the hasignes the true cal laws a substract the true cal laws a substract of a substract the true cal laws of a substitution for kerispose and in Aceticoal calle of a substract, collect, so seed to each to the callest all security and the callest or called our or so become due or so become due called to be the laws or the said the compromise say class there early as the Assignor could do, and to exist or eacher, the called the compromise say class the Assignor could do, and to exist or each the called or the same of the Assignor or all commercial paper given an poyment or

Prepared By and Mall In: John A. Elann, Amel. Ver Preventit USAmeritanc/Woodfield Higgins & Maschan Vossle Schuming, Illinds 60136 in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby. Assignee's power under this Assignment shall be coupled with an interest and shall be irrevocable until all the indebtedness hereby secured is paid in full.

The Assignor warrants to the Assignee that the Assignor has good right to make this Assignment and that the Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Project Site, but so long as no Event of Default shall exist under the Note or the Mortgage and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due.

The Assigner hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rent, and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or even claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues and profits of the Project Site and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage, whether before or after the Note is declared due in accordance with its terms or under the terms of said Mortgage and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assignee may, at its option, (i) take actual possession of the Project Sice bereinabove described, or of any part thereof, personally or by agent or attoriey, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Project Site together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents or servants, therefrom and rold, operate, manage and control the Project Site, and at the expense of the Project Site, from time to time, cause to be made all necessary or proper repairs, replacements, useful alterations, additions, betterments and improvements to the Project Site as may seem judicious, and pay taxes, assessments and price or proper charges on the Project Site, or any part thereof, and insure and reinsure the same, and lease the Project Site in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in such case have the right to manage and operate the said Project Site and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the Project Site, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof. In addition, Assignor's rights to use the Rents shall terminate and any Rents then or thereafter coming into Assignor's possession are to be held in trust by Assignor for the benefit of Assignee and immediately delivered to Assignee; thereafter, Assignor shall have no right to use the Rents without written consent of Assignee. Immediately upon demand by Assignee, Assignor shall deliver to Assignee the originals of the Leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Assignee, which endorsement and/or assignment shall be in form and substance acceptable to

To part parametrical Cooper Live And the Cooper transport of the strong strong of the transport of the strong strong and the first and other actions and the first and the natural of the heatign and interest of the cooperates to present and transport of the saidness in and transport of the cooperate to be affected hereby and assignes in and to each nume and the cooperated to be affected hereby and assignes a power under this Assignment that he cooperated with an interest and shall be irrevocable until all the industries hereby secured is paid in full.

The Applyment various to the Assignee that the Assigned has possible to make this assignment and right to make this assignment and right the Assigned, und not introduced or otherwise disposed of any of the rights, repts and other sums due or which may harceafter become due and which are intended to be assigned hereunder.

This Assicnment includes and cutablishes a present, absolute and primary transfer and selfmanny transfer and selfmann, dente, selfmann, transfer and selfmann, to the United State and profits of the United State State and profits of the United State State and and the Morrosse and north selfmann event of the Lame or service of the portion of both, insert out of the profit of default thereunder, the Assignor and have the right and income to collect, use and enjoy all rentered other soms due or to become due under and by virtue of any Listers as they requestively iscume due.

The Assignor hereby irrevocably contents to end anthorizes ind directs that the tenant or other obligor under any lease upon demand and worker from the Assignee of the Assignee's right to resoure cents and other sums hereunder. Assignee of the Assignee without any obligation on the part of sach tenant or other cans to the Assignee without any obligation or any default or every stained by the Assignee as the basis for the Assignee's right to receive such rents or other sums and noted transing any notice from or claim of the Assignee to the century. The Assigner hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tanant or other obligor to the Assigner.

Without limiting may legal rights of the Assignme as the absolute assigned of the rents, lucuses and profits of the project Site and in furtherance thereof, Assigned agrees that in the year of default under said Morrgage. whether bothes or effection the leader is contained due in accordance with its terms of wider the terms of said Mr. beers are winther before or after eatlefaction of any requirement of the labes of time to giving of notice or both on which any requirements of the names of the giving of hottoge of both of ships absolute of the continuation after denault may be conditioned. The Australace may, at its option, (i) take actual excesses on of the explant sine becauseout described, or of any part thereof. Presents it or by greener of reference for condition broken, and with a without force and or any process of the condition broken, and with a without force and or any process of the factor of the said maintain presession of the or any year of oald Propert Size togather with all decommence, books, renords, papers and seconds relating theoreto, and escaluse the Arsigner, incomerce, or court its, discussion and hold, operate, menacre and control the frozent Site, from the to control the Project Site, from the time to time tweet when the papers, repealed, replacements, usated alrear coors, which have contened and improvements to the Project Site as may seem judy choos, and project some securements and prior or proper changes on the Project City or any part thereof was insure and reinsure the same, and seement door on box comit door not too stooming than his old door of each ease! Assigned by deam fit, including because for warms and the payond the maturity of the injectualizer secured by said Springs, and cancel any lease or sublease gained on on any ground waith would entitle the Assignor to reduct the some fold in such case have the capto to manage and operate the said Project Site and to carry or the trainest there is as the Assignee shall deem proper or (ii) with or without reling parestion of the Project Site, Assignce may proceed to entorce the besses and collect all sums due or to become the Ebersonder and by so doing Arcieves shall not be desmode mortgages in possession nor to here assumed or become responsible or liable-for any obliquetions of factionar univily the counser or in respect thereof. In edabtion, Assignouric tradit to our the Marte chall **terminate and any Re**ate Mien or thoreafter coming into equipports propositon are to be held in trues by Assignor for the benefit of meet gree and unnodiately delivered to Assigner; thereafter, Assarmer shall have no right to use the Renne without wratten consect of Assigner, Temasjately approduced by Assigner, Assigner shall deliver to Assignee the macratic of the Levess, with appropriate advancants and/or other specific evidence of assignment thereto to Assignee, which endorsement endror assignment shift be in form and substance acceptable to

Assignee. Assignee, then or at any time or times thereafter, at its sole elections, without notice thereof to Assignor, and without taking possession of the Mortgage Property, may notify any or all of the obligors under the Leases that the Leases have been assigned to Assignee, and Assignee (in its name, in the name of the Assignor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Assignee and Assignor, immediately upon demand by Assignee, irrevocably shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Assignee.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

- (a) to the payment of all proper charges and expenses including the just and reasonable costs of Assignee and the Issuer, their respective attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Project Site and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability expense, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;
- (b) to the reyment of any sum secured by a lien or encumbrance upon the Project Site;
- (c) to the cost of completing any improvements being constructed on or about the Project Site; and
- (d) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtodness hereby secured unless it shall elect so to do. Assignee shall be suprogated to any lien discharged out of the rents, income and profits of the Projec: Site.

Within fifteen (15) days after writte, idmand therefor by Assignee or as required by the terms of the Mortgage, Assigner shall deliver to Assignee, in form and substance acceptable to Assignee, a detailed rent roll of all the Leases and such other matters and information relating thereto as Assignee may reasonably request, certified by the chief financial officer (or general partner) of Assignor.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may be to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease. Assignor has not and shall not receive or collect any of the Rents for a period of more than one winth in advance (whether in cash or by promissory note), or pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the Rents; and Assignor shall not waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any obligor thereunder, of and from any material obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the Project Site is located, not to further assign or encumber its rights under the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the

Acsigne. Assigned the entire thereof to Austroot, and without taking presented of elections, without notice thereof to Austroot, and without taking presented of the Mortgage Property, say notify any or all of the obligors under the leases that the been absigned to Austroot and Assignee (in its hame, in the name of the Austroot of in their names) may direct and obligors thereofter to make all payments due from them under the Leases directly to Assignee and Araignon, immediately upon demand by Assignee, irrevocably shall direct all obligors of the Leases then and therefly to make all payments then and thorester due from them under the issues directly to Assignee.

Ary sums received by Assignes under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manuer as Assignee may elect

- (a) to the payment of all proper changes and espenses including the just word reasonable rosts of Assignee and the Issuer, their respective attorneys, agents, clark, property of Assignee and the consection with the operation management and control of the 2ropert dite and the conduct of the business. Thereof and, if the Assigness and is limit, to the establishment of the papers which shall be wiffied at in Assigned in judgment to indennify it calist any liability, expense, loss or danger on account of any matter or days of the rights and good faith and in management of the rights and good faith and in management of the rights and govers contained harding
- (b) to the propert of any sum secured by a lieu of one normalise upon the Project Sire:
- (c) to the cost of completing any improvements being constructed on or
- (d) to the reduction of the indektedness hereby secured, whether or not the same may then be due or be otherwise sacquatel; secured.

The manner of application or such state and the items which shall be credited of paid out of same half to with a to the role discretion of Assignee and action assignee to use say such same for a recommendation content to the color than added to the color of the elect so to do. Assignee and is solvered to say lien discrete out of the rect. Income and profits of the fact.

Within fifteen (15) days erg, written demand therefor by Assignee or as required by the terms of the fortoses. Assignee, in form and substance we contained to Assignee, a detailed rent roll of all the beams and such other ser a sail unformation relating thereto as Assignee may reasonably request, serth fed by the ablef thrancial officer (or general sertion) of Assigner.

The Assignor have, we further contents the Assignor will upon request of the Assignor execute and deliver such bettern instruments and do and perform much other execute of things of the execute of the Assignor the appropriate to the Assignor the appropriate of the Assignor that and rentrate which we welled to be assigned to the Assignor the required and rentrate which we welled to be assigned to the Assignor have no offset any class of the appropriate to the appropriate to the appropriate of the content of the content of the execute the content of the shall not become in cash of the Ferts for a period of more than one ments in at all of which any assignor and shall not write as assignor shall not waive, excuse condone, discounts of any of the Rents; and any manner rates or discharge condone, discount, set-off, compromise or in any manner rates or discharge any obligor thereunder, of and from any any manner rates or discharge any obligor thereunder, of and from any be kept, observed and end entite and any the manner was and entitled the place and time specified therein.

Assignment devenues of equal to the case and perform all of the obligations imposed on it under the leases well not to do or permit to be done anything to impair the security that the teases well as execute any Lease on terms and conditions for satisfication; to the less on the case causi and contents in leases with a similar term and for similar type of spece in the gameral market area phere the Project Site is leaved, but to further assign or endwher its rights under the Leases to be subordinated to any other liens or endumbrances whetever, any such subordination to be null and void anless done with the

written consent of Assignee. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

Anything contained elsewhere in this Assignment to the contrary notwithstanding, Assignor covenants and agrees that it will not, without the prior written consent of Assignee, terminate any Lease or amend or modify same in any respect and that any of such done without the prior written consent of Assignee shall be null and void.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Project Site by the Assignee, be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases or under or by reason of this Assignment. The Assignee shall not have any liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its gross negligence or willful misconduct. Should the Assignee incur any expense, liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the note at the time of incurrence shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the assignee therefor immediately upon demand, provided that Assignor's obligation to so pay shall survive payment of the indebtedness hereby secured and the release of this Assignment.

Assignor hereby agrees to indemnify and hold Assignee harmless of, from and against any and all liability. Loss, damage or expense which Assignee may or might incur by reason of this Assignment, or for any action taken by Assignee hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but without limitation thereto, any claim by any obligor thereunder of credit for rental paid to and received by any of the Leases more than one month in advance of the due date thereof. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including attorneys' and paralegals' fees and expenses) shall be payable by Assignor immediately without demand, shall bear interest at the Default Rate set forth in the Note from the date of Assignee's payment thereof until repaid to Assignee, and shall be secured hereby and by the Mortgage.

Until the indebtedness secured hereby shall nove been paid in full, Assignor will, upon Assignee's request, deliver to Assignee executed copies of any and all future Leases, and hereby covenants and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all specific assignments thereof that the Assignee may reasonably deem to be advisable for carrying out the true purposes and intent of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights of remedies which the Assignee shall have under the said Note, Mortgage or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure to the Assignee to enforce 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 rights under the terms hereof.

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

written vonsent of declared. Avaigned further commants and agrees then it! will, at the request of Assignes, submit the suppoted originals of all Leagues to Assignes.

Anything contained elsewher in this assignment to the contrary cotwithstanding, Austror empenents and agrees that it will not, without the prior written consent of Assignee, terminate any Leuse or amend or modify same in any respect and that any or or other without the prior written consent of Assignee shall be null and void.

The acceptance by the Assignee of this Assignment, with all of the midre, powers, privileges and entherity so created, shall not, prior to birry upon and charmy of actual physical possession of the Project Site by the Assignee, be charmed or construct to construct the Assignee as mentages in possession nor impose say shill entire of the transfer of the Assignee and the position of the Assignee and the Assignee of the Assignee and the Assignee of the Assignee of the Assignee of this Assignment of this Assignment of the Assignment of the properties of the construct of the assignment of the properties of the Assignment of the properties of the Assignment of the properties of the Assignment of the action of the Assignment of the order of the Assignment of the the Assignment and by the Montgage, and the Assignment of the the Montgage, and the Assignment of the the the Assignment of the tree action of the Assignment of the tree action of the Assignment of the Assignment.

Assignor herely agrees to indemnity and held assignee harmless of from surfacetory and all limitity. Lose, damage or emperse which Assignee may or adjust those by assignee anight those by assigne to the account of the Leases of the Large and all claims and demands derounder, or by reason of or in defense of any and all claims and demands makeouver which the latter and the latter and claim by any coling the latter of the latter of credit for really point in all the latter and any of the Leases more there are month in advance of the date travels the date travels any such liability, best dense of the date travels the amount thereof (including alterneys) and parallegate from an expense at the amount thereof (including alterneys) and parallegate from an expense at the Default Rate set Porti in the Note and parallegate the of Arstgore, pageers thereof until repaid to Assignee, and charles be secured borsely and by Mortgage.

Until the indepted our secured careby chali have been paid in full, Assignor will, ever Aragnes's convert, deliver to Assignee executed copies of any ani all bituch located end careby covanants and agrees to make, execute and deliver which Assignee appendent any time or times, any and all specific as a convert therest that the Arabynee may reasonably dean to be advisuable for curving out the true purposes and intent of this Assignment.

The width and remedies of the Assignee hereunder and cumulative and are not secondary and itselved to be any rights or remedies which he Assignes shall have under the said Note, Mortgage or uny other instrument or decrease by Assignee of instrument or decrease by Assignee of any rights as increment of the sample of the sample of any rights as remedies of health and about a deemed a waiver of any other rights or remedies of healthnee, whether arising under the Norlgage or other intended to be all of which say be exercised whenever Assignee deems it in its little or the rights and remedies of the Assignee may be ensertied from time to the Assignee to enforce any of the terms, provisions and conditions of this failure to the Assignee to enforce any of the terms, provisions and shall not be construed or deemed to be a waiver of any rights under the terms.

The right of the Austique to collect and receive the recits assigned harounder or to assemble any of the rights or powers betein granted to the Austgree shall to the cuteat ret possibilitied by lew, extend also to the period from and after the first of any suits to foreclose the lien of the Mortgage, including any period allowed by Lev for the redemption of the Project Site after any foreclosure cale.

Every provision for notice, demand or request required in this Assignment or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed or sent by a recognized nationwide commercial courier, to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth previously or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the fifth (5th) day following posting as aforesaid. If sent by commercial courier, such notice, demand or request shall be deemed to have been made on the first (1st) business day after delivery to the courier.

This Assignment shall be assignable by the Assignee in conjunction with an assignment of the Note and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. This Assignment simil be governed by the law of Illinois.

This Assignment is executed and delivered by HARRIS BANK ROSELLE, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee. No personal liability shall be asserted or be enforceable against the HARRIS BANK ROSELLE, because or in respect of this Assignment or the making, issuance or transfer hereof, all such liability, if any, being expressly waived by each taker and holder thereof.

Dated as of this 4th day of DECEMBER, 1986.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

varris Bank Roselle, not personally but as Trustee under a Trust Agreement dated November 14, 1985, and known as Trust No. 12556

ATTEST

ву:

Its:

D. . .

Tto.

Copie

Lawrence J. Kendzion

Calvin E. Koeppel

COOK COUNTY, ILLINOIS FILED FOR RECORD

1986 DEC 19 PM 12: 25

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Every provinted for morder, desired a request required in this Assignment or by applicable less shall be deemed to relied by written notice, demand or request personally served on (with passes of service ordered thereon, or mailed or sent by a releganted national demand courier, to. As beneins tent provided) the party epulated therefor or on its successors of assigns. If mailed, such notice, drawd or request shall be made by certified or registered will, return reducived or request shall be made by certified or registered instance or postered in a postery party will envelope addressed to such party at its address set losses, in the party hereto the first of the existence of the register and on the first of the party register and the first of the notice, demand or register and to deem and on courier, such notice, demand or register and be deemed to have been made on the first (lot) be anness day arter delivery to the courier.

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This Assignment is ensembed the equivated by HARRIS ANK ECCELE, not personally, here no Tructee as ocureraid in the energies of the power and antiposity conterved upon and invested in it as such Trustee. No personal imbility shall be assented or be entureable equipor the datest Saya Modelle, because or in recreek of this Association the making dassuance or transfer bereef, all such life, if any, being expressly waived by each taken and wider thereof.

Dated as of this 4th day of LAMENASER, 1986

IN WITHMES WHENEOF, the undereigned has caused these presents to be signed as of the day and year first above w. . ten.

Herris Bank Roselle,
not personally but as Trustee under a
Trust Agreement dated November 14,
1986, and known as Trust No. 12556
Trust

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STATE OF ILLINOIS, County ss:	
I, the undersigned , a Notary Public and for said County, in the State aforesaid, DO HEREBY CERTIFY that Riissell C. Shockey, Vice President of HARRIS BANK BOSFILE	in
and for said County, in the State aforesaid, DO HEREBY CERTIFY that	
Russell C. Shockey, Vice President of HARRIS BANK BOSFLIE	
and Ruff T. Maverhofer, Asst. Secretary of said Bank, who a	<u>ré</u>
personally known to me to be the same persons whose names are subscribed to t	he
foregoing instrument as such Vice President a	nd
ASST. Secretary , respectively, appeared before me this din person and acknowledged that they signed and delivered the said instrume	ay mt
as their own free and voluntary act and as the free and voluntary act of sa	ıld
Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; a	nd
the said Asst Secretary then and there acknowledged that She	<u></u> ,
as custodian of the Seal of said Bank, did affix the seal to said instrument <a href="here">here</a> and voluntary act and as the free and voluntary act of said Bank	as
Trustee as aforesaid, for the uses and purposes therein set forth.	
GIVI under my hand and official seal, this 4th day of December, 1986.	
My Commission Septres: 5-16-87	
(fax , fax )	
Notary Public	
STATE OF ILLINOIS, POLK County ss:	
I, CAYMOND L. FECCETTIST , a Notary Public in and for sa county and state, DO HEREBY CERTITY that Beign C. Mybon Saume J. Kentger + Calin & Novapel, personally known to me to be the same person	
county and state DO HERERY CERTIFY that Read & Preshare Agency To	1 <b>a</b>
Kendage + Calin & Kounsel, personally known to me to be the same person	 (s)
whose name(s) subscribed to the foregoing instrument, appeared before this day in person, and acknowledged that signed and delivered the	re
me this day in person, and acknowledged that <u>llas</u> signed and delivered the said instrument as <u>cluic</u> free and voluntary act for the uses and purpose	he
therein set forth.	55
	,
GIVEN under my hand and official seal, this day of	<u>ٽ</u>
My Commission Expires: 1-3-87	
Norman N. Jedell	_
Moory Public	
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Maymoud M. Heddly Polary Public	

County ss:

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### EXHIBIT "A"

### LEGAL DESCRIPTION OF THE MORTGAGED PROPERTY:

#### PARCEL A:

THAT PART OF LOT 2 IN CROSS CREEK, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH EAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 30 MINUTES, 38 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 339.53 FEET; THENCE NORTH 2 DEGREES, 21 MINUTES, 38 SECONDS WEST. A DISTANCE OF 449.13 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 86 DEGREES, 30 MINUTES, 38 SECONDS EAST, A DISTANCE OF 359.53 FEET TO THE NORTH EAST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES, 11 MINUTES. 30 SECONDS WEST ALONG THE EAST LINE OF SAID LOT, A DISTANCE OF 449.97 FF.ET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

P.I.N. 07-35-400-079-0000 07-35-400-017-0000 07-35-400-011-07-0 07-35-400-034-0000 07-35-400-035-0000 900

ADDRESS: PTS E. NETRGE PADAD, PLUSELLE, 14

### "A" TIATHRE

### LEGAL DESCRIPTION OF THE MORIFLAGED PROPERTY:

PARCELL A:

THAT PART OF LOT 2 ID GEORG CREEK, BEING A SUBDIVISION OF THE NORTH WEST 1/4 OF THE SOUTH LAST 1/4 OF GEOLDS 38. TOWNSHIP 4: NORTH RANGE 10 HAST OF THE THERD POINCIPAGE MENICIAN, IN COOK COUNTY. ILLINOIS, DESCRIBED AS FOLICHE:

RECLIMENT AT THE SOUTH LAST CORNER OF SAID LOT 2; THENCE SOUTH 85 DECIRES, SO MIGUTES, SE SECONDS FROM ALONG THE SOUTH KINE THEREOF, A LIGHTANCE OF SELECT THENCE HITH I DECIREDS, SI MINUTES, SE SECONDS WEST, A DISTANCE UP 110, 10 HEST TO LIGH OF SAID LOT 2. THENCE NORTH SE SECRES, IO MINUTES, OF SAID LOT 2, HERVES SOUTH OF DECRES, II WINTES, OF SECONDS WAST ALONG THE PAST LIME OF SAID LOT, A DISTANCE OF MINUTES, OF SECONDS WAST ALONG THE PAST LIME OF SAID LOT, A DISTANCE OF MINUTES, OF SECONDS WAST ALONG THE PAST LIME OF SAID LOT, A DISTANCE OF MINUTES.

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