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Joel S. Kasanov, Esq.
Focus Real Estate Finance Co. BOX 330-CH-D1
200 W. Madison St., Suite 3000
Chicago, IL 60606

1500

Loan No. 2122-C

ASSIGNMENT OF RENTS AND LEASES
(BORROWER AND BENEFICIARY)

THIS ASSIGNMENT is made jointly and severally as of October 4, 1985 by and among: AMALGAMATED TRUST
AND SAVINGS BANK, an Illinois corporation

not personally, but as Trustee under Trust Agreement dated June 26, 1985 and known as Trust Number 5073,

whose mailing address is 100 S. State Street, Chicago, Illinois 60603

(hereinafter called Borrower) and GEORGE D. HANUS

whose mailing address is 333 W. Wacker Drive, Chicago, IL 60606

(hereinafter called "Beneficiary", whether one or more) to FOCUS REAL ESTATE FINANCE CO.

whose mailing address is 200 W. Madison St., Suite 3000, Chicago, IL 60606 (hereinafter called "Assignee"). Borrower and Beneficiary are hereinafter collectively called the "Assignor." Beneficiary owns one hundred percent (100%) of the beneficial interest under said Trust Agreement, but has no legal or equitable interest in the Premises hereinafter described.

WITNESSETH

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor and each of them in, to and under all present leases of the Premises described in EXHIBIT "A" attached hereto and made a part hereof ("Premises") (including those leases described on the SCHEDULE OF LEASES (if any) attached hereto and made a part hereof) together with all future leases hereinafter entered into by any lessor affecting the premises and all guaranties, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "Leases") and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them or on account of the use of the Premises.

This Assignment is made for the purposes of securing:

A. The payment of the indebtedness (including any extensions and renewals thereof) evidenced by a certain PROMISSORY NOTE of Borrower of even date herewith in the principal sum of \$1,200,000.00 ("Note") and secured by a certain MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") of Borrower of even date herewith, encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and all other instruments 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 in all other instruments constituting security for the Note.

Assignor covenants and agrees with Assignee as follows:

1. That there is no present lease of the Premises not listed on the SCHEDULE OF LEASES (if one is attached hereto).
2. That the sole ownership of the entire landlords' interest in the Leases is vested in Borrower or Beneficiary, or both of them. Borrower and Beneficiary have not, and each shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases except an assignment or pledge securing the indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (d) make any lease of the Premises except for actual occupancy by the tenant thereunder.
3. That each of those Leases listed on the SCHEDULE OF LEASES (if one is attached hereto) are valid and enforceable in accordance with its terms and none has been altered, modified, amended, terminated, cancelled, renewed or surrendered nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Assignee.
4. That none of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered nor shall any term or condition thereof be waived without the prior written approval of the Assignee.
5. That there is no default now existing under any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed.
6. That Assignor shall give prompt notice to Assignee of each notice received by Assignor or any of them claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.
7. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under any of the Leases.
8. That, without Assignee's prior written consent in each case, Assignor will not suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent.
9. That this Assignment is absolute and is effective immediately; however, until notice is sent by Assignee to the Assignor in writing that an event of default has occurred under the Note or under any other instrument at any time constituting security for the Note (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.
10. That if any event of default occurs at any time under the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may (at its option after service of a Notice) receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits until such event of default is cured and during the pendency of any foreclosure proceedings, and (if there is a deficiency) during the redemption period (if any).
11. That Beneficiary hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, 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 a Notice) to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims,

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ASSIGNMENT OF RIGHTS AND LIABILITIES (TO BE COMPLETED BY THE ASSIGNEE)

THIS ASSIGNMENT OF RIGHTS AND LIABILITIES is made by the undersigned party, known as the Assignor, to the undersigned party, known as the Assignee, as shown below:

Assignor: _____

Assignee: _____

The Assignor hereby assigns to the Assignee all of his or her rights and liabilities in and to the following property, interest, claim, demand, cause of action, or other right or thing, as shown below:

Property, interest, claim, demand, cause of action, or other right or thing: _____

The Assignee hereby acknowledges that he or she has accepted the assignment of the above property, interest, claim, demand, cause of action, or other right or thing, and that he or she has assumed all of the liabilities and obligations of the Assignor in connection with the assignment of the above property, interest, claim, demand, cause of action, or other right or thing.

The Assignee further acknowledges that he or she is not to be held liable for any liabilities or obligations of the Assignor that are not assumed by the Assignee under this assignment.

WITNESSETH

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In its own name or in the name of Beneficiary or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Leases. All present and future tenants are expressly relieved of all duty, liability or obligation to Assignor and each of them in respect of all payments so made to Assignee or such nominee.

12. That after service of a Notice, 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 Premises, 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 Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor and each of them relating thereto, and may exclude the Assignor and 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 a Notice) without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all indebtedness and liability of Borrower to Assignee, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments due from Borrower to Assignee on the Note and the Mortgage; all in such order and for such time as Assignee may determine.

13. That 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 any landlord under any of the Leases. Assignee does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor or any of them under any of the Leases.

14. That Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases.

15. That this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

16. That Assignee may: (a) take or release other security; (b) release any party primarily or secondarily liable for any of the indebtedness secured hereby; (c) grant extensions, renewals or indulgences with respect to such indebtedness; and (d) apply any other security therefor held by Assignee to the satisfaction of such indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the indebtedness secured hereby.

17. That Assignee may, at its option although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor and each of them, and all monies expended in so doing shall be chargeable to the Borrower, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the indebtedness secured hereby, and shall be immediately due and payable.

18. That 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 covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

19. That the rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Note and all instruments constituting security for the Note, and at law and in equity.

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

Each Notice 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 above-stated addresses of the parties hereto, 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.

The term "Assignor," "Assignee," "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term 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.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, 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.

THIS ASSIGNMENT is executed by Borrower, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and each of the undersigned hereby warrants that each possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Assignor or any of them personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

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

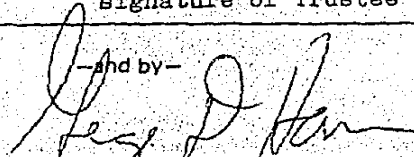
AMALGAMATED TRUST & SAVINGS BANK

Not personally, but as Trustee as aforesaid

By: See attached Rider for
signature of Trustee

Its: _____

and by-



GEORGE D. HAXUS

ATTEST:

By: _____

Its: _____

(Impress corporate seal here)

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The following information was obtained from the records of the Cook County Clerk's Office regarding the estate of [Name], deceased. The records show that [Name] was born on [Date] and died on [Date]. The estate was administered by [Name], who was appointed as the executor of the will. The will was dated [Date] and provided for the distribution of the estate to [Name] and [Name]. The records also show that [Name] was appointed as the administrator of the estate on [Date]. The records further show that [Name] was appointed as the executor of the will on [Date]. The records also show that [Name] was appointed as the administrator of the estate on [Date]. The records further show that [Name] was appointed as the executor of the will on [Date].

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Property of Cook County Clerk's Office

SECTION

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Cook County Clerk's Office at Chicago, Illinois, this [Date] day of [Month], [Year].

[Signature]

[Seal]

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Sarah Bromberg, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George B. Harms, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed the foregoing instrument as his free and voluntary act for the use and purpose therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of

October, 1985.

Sarah Bromberg
Notary Public

My Commission Expires:

May 7, 1989

(Impress notarial seal here)

COOK COUNTY, ILLINOIS
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EXHIBIT A

LEGAL DESCRIPTION

ALL OF BLOCK 4 IN SMITH AND DAWSON'S SEVENTH ADDITION TO COUNTRY CLUB ACRES PROSPECT HEIGHTS, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTH-EAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT 13736697, IN COOK COUNTY, ILLINOIS

X Commonly known as S.E. Cor. Elmhurst Rd. & Camp McDonald Rd., Prospect Heights, IL

X Real Estate Index No. 03-27-200-004 *78*

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EXHIBIT A

LEGAL DESCRIPTION

ALL THAT PART OF THE SEVERAL LOTS AND PARCELS OF LAND CONTAINED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 11 EAST, COUNTY OF ILLINOIS, BEING THE SAME AS SHOWN ON THE MAP OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 11 EAST, COUNTY OF ILLINOIS, ACCORDING TO THE PLAN THEREON AS DEPOSITED FEBRUARY 20, 1900.

Contains 40 acres, more or less, owned by Mrs. C. M. McDonald, a single individual, and is located in the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 35 North, Range 11 East, County of Illinois.

Reference is made to the plat of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 35 North, Range 11 East, County of Illinois, recorded in the records of Cook County, Illinois, on February 20, 1900, and to the plat of the Northwest 1/4 of the Northwest 1/4 of Section 25, Township 35 North, Range 11 East, County of Illinois, recorded in the records of Cook County, Illinois, on February 20, 1900, for a more complete description of the above described property.

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SCHEDULE OF LEASES

<u>TENANT</u>	<u>FOOTAGE</u>	<u>TERM</u>
General Rental Co., Inc.	6,000 S.F.	15 years with option to extend for 3 additional five (5) year periods.
Bond Drug Company of Illinois	12,600 S.F. on first floor; 2,450 S.F. on mezzanine level	40 years with option to terminate on last day of the 240th, 300th, 360th and 420th calendar months.
George D. Manus	4,500 S.F.	Commencing on 12/15/85 and terminating on the date that gross rental from tenants is generated on an annualized basis of at least \$165,000.00.

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CHICAGO, ILL. 60601

NAME

ADDRESS

CITY

John Doe
123 Main St
Chicago, Ill 60601

123 Main St
Chicago, Ill 60601

Chicago, Ill 60601

John Doe
123 Main St
Chicago, Ill 60601

123 Main St
Chicago, Ill 60601

Chicago, Ill 60601

John Doe
123 Main St
Chicago, Ill 60601

123 Main St

Chicago, Ill 60601

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SECRET

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Rider attached to Assignment of Rents and Leases (Borrower & Beneficiary)

Dated: October 4, 1985

This instrument is executed by AMALGAMATED TRUST & SAVINGS BANK, not in its individual corporate capacity, but as Trustee as aforesaid, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST & SAVINGS BANK in its individual corporate capacity with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and the parties hereto and such other persons shall accept this instrument upon the express condition that no duty shall rest upon said AMALGAMATED TRUST & SAVINGS BANK, either in its individual corporate capacity, or as said Trustee, to collect, receive, sequester or retain for any purpose the rents, issues and profits arising from the property hereinabove described or the property or funds at any time subject to said Trust Agreement, or the proceeds arising from the sale or other disposition of any such property, or to continue as such Trustee, or to retain any right, title or interest in or to the property hereinabove described or in or to any part of all of the property or funds at any time subject to said Trust Agreement.

AMALGAMATED TRUST & SAVINGS BANK,
not individually, but as Trustee
under Trust No. 5073

By: Edward C. Swelgard
Vice President

ATTEST:

Brenda Porter Helms
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Barbara Jean Scales, a Notary Public in and for said County, in the State aforesaid, do hereby certify, that Edward C. Swelgard Vice President of AMALGAMATED TRUST & SAVINGS BANK, and Brenda Porter Helms Assistant Secretary of said banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me, this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking association, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under by hand and Notarial Seal

This 16th day of October, 1985

Barbara Jean Scales
Notary Public

MY COMMISSION EXPIRES JUNE 6, 1989

MY COMMISSION EXPIRES: _____

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THE STATE OF ILLINOIS
COUNTY OF COOK
IN SENATE
JANUARY 14, 1903

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 12, 1902

The following report was made by the Commissioners of the Land Office in response to a resolution passed by the Senate on May 12, 1902, relating to the sale of the public lands of this State.

The report contains a statement of the lands owned by the State, and of the proceeds of the sale of the same during the year ending December 31, 1902.

The report also contains a statement of the lands sold by the State during the year ending December 31, 1902, and of the proceeds of the sale of the same.

The report further contains a statement of the lands sold by the State during the year ending December 31, 1902, and of the proceeds of the sale of the same.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 12, 1902

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THE STATE OF ILLINOIS
COUNTY OF COOK
JANUARY 14, 1903

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REPORT OF THE COMMISSIONERS OF THE LAND OFFICE
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 12, 1902

RECEIVED

THE COMMISSIONERS OF THE LAND OFFICE