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ASSIGNMENT OF LEASES AND RENTS

\$21.00

KNOW ALL MEN BY THESE PRESENTS, that Chicago Title and Trust Company of 111 W. Washington Street, Chicago, Illinois, not personally but as Trustee under a deed or deeds in trust delivered in pursuance of a Trust Agreement dated as of April 16, 1985 and known as Trust Number 1086781 (the "Trustee") and Rubloff Inc., a Delaware corporation of 111 West Washington Street, Chicago, Illinois ("Beneficiary", Trustee and Beneficiary being hereinafter collectively referred to as "Assignors"), in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, do hereby assign, transfer and set over unto Harris Trust and Savings Bank, an Illinois banking corporation of 111 West Monroe Street, Chicago, Illinois (hereinafter referred to as the "Assignee"), all right, title and interest of the Assignors or any of them 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 Assignors or any of them 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 and leasehold estate situated in the County of Cook, State of Illinois described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignors or any of them in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases.

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on that certain promissory note of the Trustee bearing even date herewith, payable to the order of the Assignee in the face principal sum of \$1,825,000.00 expressed to bear interest prior to maturity at the rates per annum set forth in the Loan Agreement (hereinafter defined) and having a final maturity of all principal and interest not required to be sooner paid of July 30, 1987 and any notes issued in extension or

This Instrument Prepared By:

MAIL TO

James R. Theiss, Jr.  
 111 West Monroe Street  
 Chicago, Illinois 60690

BOX 333-HV

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renewal thereof or in substitution therefore (the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Loan Agreement bearing even date herewith between Assignors and Assignee (the "Loan Agreement") or that certain Mortgage and Security Agreement with Assignment of Rents bearing even date herewith from the Trustee to the Assignee (the "Mortgage"), conveying and mortgaging the premises as security for the Note and any and all other indebtedness intended to be secured thereby, (iii) the performance of all obligations, covenants, promises and agreements of the Trustee or the Beneficiary contained in any loan or other agreements setting forth terms and conditions applicable to the loan evidenced by the Note or providing collateral security therefore, 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 therefore, 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 Assignors do hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignors with full power of substitution for Assignors and in Assignors' 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 Assignors could do, and to endorse the name of the Assignors or any of them on all commercial paper given in payment or 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 Assignors or any of them 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.

The Beneficiary warrants to the Assignee that the Assignors have good right to make this Assignment and that the Assignors have 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 premises, 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

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thereunder, the Assignors 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, but not more than 30 days in advance.

The Assignors hereby irrevocably consent to and authorize and direct 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 rents 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 Event of Default 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 Assignors or any of them to the contrary. The Assignors hereby waive 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 premises and in furtherance thereof, Assignors agree 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 premises hereinabove described, or of any part thereof, personally or by agent or attorney, 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 premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignors, their agents or servants, therefrom and hold, operate, manage and control the premises, and at the expense of the premises, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the premises, or any part thereof, and insure and reinsure the same, and lease the premises 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 Assignors or either of them to cancel the same and in every such case have the right to manage and operate the said premises and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the premises, 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

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mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignors arising thereunder or in respect thereof.

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 compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the premises 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, 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 payment of any sum secured by a lien or encumbrance upon the premises;

(c) to the cost of completing any improvements being constructed on or about the premises; 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 indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the premises.

The Assignors hereby further covenant that the Assignors 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. Assignors irrevocably waive any right they now or hereafter may have to offset any claim or liability owing from any of them to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignors covenant and agree to observe and perform all of the obligations imposed on them under the Leases and not to do or permit to be done anything to impair the security thereof, not

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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 premises is located, not to further assign or encumber their rights under the Leases or their rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignors further covenant and agree not to amend, modify or terminate any of the Leases without the prior written consent of Assignee, provided that unless and until an Event of Default or any event which with the lapse of time, the giving of notice, or both would constitute such an Event of Default has occurred under the terms of the Mortgage, Loan Agreement or Note, Assignors may enter into amendments and modifications to Leases which do not adversely affect the security thereof and may terminate Leases if substantially concurrent with such termination, they shall have entered into a new Lease of the space which was the subject of the terminated Lease upon terms and conditions no less beneficial to them than those contained in the terminated Lease and with a lessee of at least equal creditworthiness to the terminated lessee, provided that the foregoing to the contrary notwithstanding no Lease shall be terminated if such termination would reduce the amount which any lender is then obligated to fund under any commitment issued to provide financing for the premises. Assignors further covenant and agree that they will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

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 premises 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. Assignee shall have no liability to Assignors or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should the Assignee incur any 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 per annum determined by adding 4% to the rate from time to time announced by Assignee as its prime commercial rate shall be secured by this Assignment and by the Mortgage, and the Assignors shall reimburse the Assignee therefore immediately upon demand,

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Assignors obligation to so pay to survive payment of the indebtedness hereby secured and the release 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 or 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 of 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.

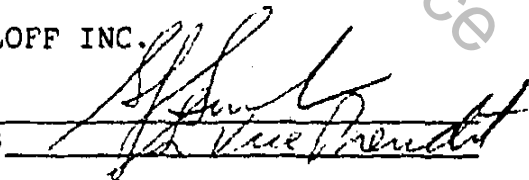
The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including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

This Assignment shall be assignable by the Assignee 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.

DATED this 10th day of April, 1986.

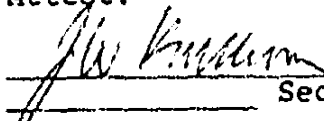
RUBLOFF INC.

By  
Its



(Seal)

Attest:

  
Secretary

J. WAYNE KULLMAN  
Type or Print Name

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This instrument is executed by the undersigned, 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 said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby and by the Mortgage conveyed for the payment thereof, by the enforcement of the liens hereby and thereby created, in the manner herein and in said Mortgage provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by realization on any other collateral for the indebtedness hereby secured.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, as of the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY,  
as Trustee as Aforesaid and  
Not Personally

By Marilyn P. Mallin  
Vice President

MARILYN P. MALLIN  
Type or Print Name

(SEAL)

ATTEST:

Maria L. Contreras  
Secretary

ASSL

MARIA L. CONTRERAS  
Type or Print Name

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

I, Victoria L. Caputo, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stephen J. Sinclair, Dr. Vice President of Rubloff Inc., a Delaware corporation and J. Wayne Kullman, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Dr. Vice President and 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 act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth; and the said \_\_\_\_\_ Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 10th day of April, 1986.

Victoria L. Caputo  
Notary Public  
Victoria L. Caputo  
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:

1/19/89

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STATE OF ILLINOIS, }  
COUNTY OF COOK } SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

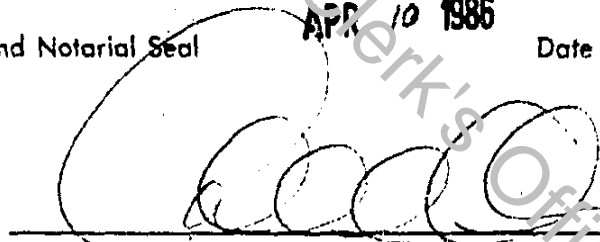
Given under my hand and Notarial Seal

APR 10 1986

Date

My Commission Expires Aug. 27, 1988

My Commission Expires Aug. 27, 1988

  
\_\_\_\_\_  
Notary Public

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## SCHEDULE I

### LEGAL DESCRIPTION

B. THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY CHICAGO UNION STATION COMPANY, AS LESSOR, AND CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 16, 1985 AND KNOWN AS TRUST NUMBER 1086781, AS LESSEE, DATED 4-8-86, A MEMORANDUM OF WHICH WAS RECORDED 11/10/86 AS DOCUMENT 86138155, WHICH LEASE DEMISES PARCEL 2 OF THE LAND FOR A TERM OF YEARS BEGINNING ON 10-1-85 AND ENDING 9-30-2084

#### THE LAND

##### PARCEL 1:

ALL OF WEST WATER STREET LYING SOUTH OF THE SOUTH LINE OF RANDOLPH STREET, LYING NORTH OF THE NORTH LINE OF WASHINGTON STREET, LYING WEST OF AND ADJOINING WHARFING LOTS 1 TO 5, BOTH INCLUSIVE, IN BLOCK "O" IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING EAST OF A DIRECT LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 9 IN BLOCK 44 IN ORIGINAL TOWN OF CHICAGO, 41.87 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 9, TO A POINT ON THE NORTH LINE OF LOT 1 IN SAID BLOCK 44, 85.70 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1, AS SHOWN AND LOCATED ON THE PLAT RECORDED AUGUST 18, 1855, AS DOCUMENT NUMBER 62008 IN COOK COUNTY, ILLINOIS

##### PARCEL 2:

THAT PART OF LOTS 1, 4, 5, 8 AND 9 LYING WEST OF A DIRECT LINE DRAWN FROM THE POINT OF INTERSECTION OF THE WEST LINE OF WEST WATER STREET AND THE SOUTH LINE OF SAID LOT 9, BEING A POINT ON THE SOUTH LINE OF LOT 9 APPROXIMATELY 41.87 FEET EAST OF THE SOUTH WEST CORNER OF LOT 9, TO THE POINT OF INTERSECTION OF THE WEST LINE OF WEST WATER STREET AND THE NORTH LINE OF LOT 1, BEING APPROXIMATELY 85.70 FEET EAST OF THE NORTH WEST CORNER OF LOT 1 IN BLOCK 44 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP OF THE TOWN OF CHICAGO BY JAMES THOMPSON DATED AUGUST 4, 1830 AND FILED FOR RECORD MAY 29, 1837 AND RECORDED JULY 6, 1837 IN BOOK H OF MAPS, PAGE 298 AS DOCUMENT 5060 IN COOK COUNTY, ILLINOIS

86138155

*Common Location Vacated w. Water Street  
between Washington & Randolph*

*Tax No. 17-09-334-002*

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## SCHEDULE I

(Continued)

### PARCEL 3:

NON-EXCLUSIVE PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR THE PURPOSES OF INGRESS AND EGRESS DATED \_\_\_\_\_ AND RECORDED 4/10/86 AS DOCUMENT 86138458 MADE BY AND BETWEEN CHICAGO UNION STATION COMPANY, AND CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 16, 1985 AND KNOWN AS TRUST NUMBER 1087681 OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT CERTAIN STRIP OR PARCEL OF LAND, SITUATE IN THE CITY OF CHICAGO, COUNTY OF COOK AND THE STATE OF ILLINOIS, AND BEING LOCATED EASTERLY OF CANAL STREET BETWEEN THE SOUTHERLY LINE OF LAKE STREET AND EASTERLY LINE OF CANAL STREET AT A POINT APPROXIMATELY ONE HUNDRED (100) FEET SOUTH OF THE SOUTH LINE OF VACATED CARROLL AVENUE, AS LIES NORTHEASTERLY OF A LINE PARALLEL TO AND EIGHT (8) FEET NORTHERLY AND RADIIALLY DISTANT FROM THE CENTERLINE OF THE TRACK JOINTLY OWNED BY CONSOLIDATED RAIL CORPORATION AND THE CHICAGO, MILWAUKEE, ST. PAUL, AND PACIFIC RAILROAD COMPANY AS SHOWN MARKED ---ET--- ON PLAN 1856 (CONSOLIDATED RAIL CORPORATION'S CASE PLAN NUMBER 65971), WHICH PLAN IS ATTACHED AS EXHIBIT \_\_\_\_\_ ATTACHED TO ASSIGNMENT OF NON-EXCLUSIVE EASEMENT DATED \_\_\_\_\_ AND RECORDED 4/10/86 AS DOCUMENT 86138458

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