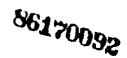
ASSIGNMENT OF RENTS AND LEASES

Dated as of April 30, 1986



KNOW ALL MEN BY THESE PRESENTS THAT

Willow Spings Road, LaGrange, Illinois in consideration of Ten Dollars paid by the Village of Bedford Park, Illinois (hereinafter called the "Assignee" of the "Issuer"), whose office is located at Village Hall, 6701 South Archer Avanue, Bedford Park, Illinois 60501, hereby conveys, transfers and assigns unto the Assignee, its successors and assigns, all the rights, interes, and privileges, which the Assigner, as lessor, has and may have in any 10150s now existing or hereafter made and affecting the real property described below or any part thereof; as any of said leases may have been or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits due and becoming due therefrom, including without limitation the Lease dated as of the date hereof between the Borrewer, as lessor, and Litho-Graphic Metal Corp., an Illinois corporation, as lessoe. The Assigner will, on request of the Assignee, execute separate resignments of any future leases affecting any part of said premises.

This Assignment is made as additional security for the obligations of the Borrower under a certain Loun Agreement dated as of April 30, 1986, (the "Agreement") between the Borrower and the Issuer and for the obligations of the Borrower under its promissory note (the "Note") dated on or about April 30, 1986, in the principal anount of \$550,000.00, payable to the Issuer, the Issuer's right, title and interest in which Agreement and Note having been assigned to Piencer Bank & Trust Company, an Illinois banking corporation (the "Bank") under that certain Assignment and Socurity Agreement dated as of April 31, 1986 (the "Assignment") from the Issuer to the Bank. The obligations of the Borrower under the Agreement and the Note are secured by a certain Mortgage and Security Agreement dated as of April 30, 1988 (the "Mortgage") from the Borrower to the Issuer, which Mortgage constitutes a lion on and otherwise relates to real estate situated in the Village of Bedford Park, Illinois, described in Exhibit A attached herete and made a part hereof, and described in the Mortgage, and the acceptance of the payments under the leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Mortgage. And it is expressly understood and agreed by the parties hereto that before an Event of Default occurs under the terms of the Agreement (an "Event of Default"), the Assignor shall have the right to collect said rents, income and profits from the aforementioned leases and to retain, use and enjoy the same; provided, however, that even before an Event of Default occurs no rent more than one month in advance shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, after the occurrence of an Event of

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Default, the Assignor hereby assigns to the Assignee any award made hereafter to the Assignor in any court procedure involving any of the lessees in any bankruptey, insolvency or reorganization proceedings in any state or Federal court, and any and all payments made by lessees in lieu of rent. After the occurrence of an Event of Default, the Assignor hereby appoints the Assignee as his irrevocable attorney in fact to appear in any action and/or to collect any such award or payment; subject to the condition, however, that if after the occurrence of an Event of Default, said Event of Default shall be cured or waived, the appointment of the Assignee as attorney in fact for the Assignor shall cease and determine.

The Assignor, if an Event of Default has occurred and is continuing, hereby authorizes the Assignee, at its option, to enter and take possessor, of the Project (as defined in the Mortgage) and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or relet said premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of said premises in its own name or the Assignor's name, make repairs as the Assignce deems appropriate, and perform such other acts in connection with the management and operation of said premises as the Assignce, in its discretion, may deem proper.

The receipt by the Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under the Mortgage snall not cure such default nor affect such proceedings or any sale pursuant thereto. Upon foreclosure of the Mortgage (for which this Assignment of Rents and Leases serves as additional security), it is understood by the Assigner and the Assignee that the Assignee's rights under this Assignment continue through the period of foreclosure.

The Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any of said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this Assignment, other that arising from the Assignee's own negligence, and this Assignment shall not place responsibility for the control, care, management or repair of said premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that the Assignor has full right and title to assign said leases and the rents, income and profits due or to become due thereunder, that the terms of said leases have not been and will not be changed from the terms in the copies of any leases submitted to the Assignee for approval, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, and that the Assignor will not hereafter cancel, surrender or terminate any of said leases except for the material default of a tenant, or exercise any option which might lead to such termination or change, after or modify them or consent to the release of any party

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liable thereunder or to the assignment of the lessees! interest in them without the prior written consent of the Assignee.

The Assigner hereby authorizes the Assignee to give notice in writing of this Assignment at any time to any tenant under any of said leases.

Violation of any of the covenants, representations and provisions contained herein by the Assignor, and the continuation of such violation for a period of thirty days after the Assignor shall have received notice thereof, shall be deemed an Event of Default hereunder and under the terms of the Agreement and the Mortgage.

Defailt by the Assigner under any of the material terms of the leases assigned herein of which the Assigner has received notice from the lessee and has not cured such default within ten days after receipt of such notice shall be deemed an Event of Default hereunder and under the terms of the Agreement and the Mortgage. Any expenditures made by the Assigner in curing such a default on the Assigner's behalf, with interest thereon equal to the rate of interest announced by the Bank from time to time as its prime conmercial rate of interest plus 3% per annum shall become part of the debt secured by these presents.

The full performance of ir. Agreement and the Mortgage and the duly recorded release or reconveyinge of the property and security interests described therein shall render this Assignment void.

The net proceeds collected by the Assignee under the terms of this instruments shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by the Assignment and the Mortgage.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the Mortgage. Notwithstanding any provisions herein to the contrary, this Assignment is intended to be an absolute assignment from the Assigner to the Assignee and not merely the passing (1) security interest. The rents and leases are hereby assigned absolutor, by the Assigner to the Assignee contingent only upon the occurrence of a default.

IN WITNESS WHEREOF, the Borrower has hereunto set his hand as of the day and year first above written.

William Bottiga Belling

Property or Coot County Clerk's Office

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STATE OF ILLINOIS)
(COUNTY OF COOK)

I, Anne Roselson Halek, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William Bettiga who is 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 and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GUEN under my hand and notarial Soal this 30el day of

Que tafelen Halek

My Commission Expires: MY AMAZISM EXPIRES MARCH 6, 1896

WY COMMISSION EXPIRES MARCH 8, 1999.

COMMISSION EXPIRES MARCH 8, 1999.

COMMISSION EXPIRES MARCH 8, 1999.

EXHIBIT A

(to Assignment of Rents and Leases)

Description of Real Property

That real property, located in the Village of Bedford Park, Cook County, Minois, more particularly described as follows:

PARCEL 1

THAT PART OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP THIRTY-EIGHT (38) NORTH, RANGE THURTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT TWENTY-FIVE (25) FEET WEST OF THE EAST LINE AND SIX HUNDRED MERIDIAN. FIFTY (650) FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION: THENCE WEST PARALLEL TO THE SOUTH LINE THEREOF FIVE HUNDRED FOUR AND TWENTY-THREE ONE-HUNDREDTHS (504.23) FEET: THENCE SOUTH WESTERLY TWO HUNDRED EIGHTEEN AND SIXTY-TWO ONE-HUNDREDTHS (218,62) FEET ON A CURVED LINE, NORTH WEST TO TWOCONVEX THE RADIUS HUNDRED SEVENTY-EIGHT AND NINETY-FOUR ONE-HUNDREDTHS (278.94) FEET SAID CURVE BEING TANGENT TO THE TIME SIX HUNDRED FIFTY (650) NORTH OF THE SOUTH LINE OF THE QUARTER SECTION AFORESAID AND ALSO TANGENT TO A DIACONAL LINE THIRTY (30) FEET SOUTH EASTERLY OF AND PARALLEL TO A LINE RUNNING FROM THE NORTH EAST CORNER TO THE SOUTH VEST CORNER OF THE SOUTH EAST QUARTER OF THE NORTH WEST SUARTER OF SAID SECTION NINETEEN (19); THENCE SOUTH WESTERLY ALONG SAID DIAGONAL LINE ONE HUNDRED AND SIXTY-SIX ONE-HUNDRETHS (100.66) FEET TO AN INTERSECTION WITH A CURVED LINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED NINE "Y-SIX AND NINETY-FOUR ONE-HUNDREDTHS (208,94) FEET SAID CURVE BEING TANGENT TO A LINE FIVE HUNDRED TWENTY-SIX (526) FEET MORTH OF AND PARALLEL TO THE SOUTH LINE OF THE AFORESAID QUARTER QUARTER SECTION; THENCE NORTH EASTERLY ALONG SAID CHRVE ONE HUNDRED THIRTY ONE AND THREE ONE-HUNDREDTHS (131.03) FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE EASTERLY FORTY AND ONE ONE-HUNDREDTHS (40.01) FEET TO A POINT FIVE HUNDRED TWENTY-FIVE (525) FEET NORTH OF THE SOUTH LINE AND SIX HUNDRED THIRTY-ONE AND FORTY-ONE ONE HUNDREDTHS (631,41) FEET WEST OF THE EAST LINE OF AFORESAID QUARTER QUARTER SECTION; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION SIX HUNDRED SIX AND FORTY-ONE ONE-HUNDREDTHS (606,41) FEET THENCE NORTH ONE HUNDRED TWENTY-FIVE (125) FEET TO THE PLACE BEGINNING.

ALSO

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PARCEL 2

THAT PART OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION NINETREN (19), TOWNSHIP THIRTY-RIGHT (38) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT TWENTY-FIVE (25) FEET WEST OF THE EAST LINE AND EIGHT HUNDRED (800) FEET NORTH OF THE SOUTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST PARALLEL TO THE SOUTH LINE THEREOF THREE HUNDRED PIFTY-TWO AND EIGHTY ONE-HUNDREDTHS (352,80) FEET; THENCE SOUTH WESTERLY TWO HUNDRED EIGHTEEN AND SIXTY-TWO ONE-HUNDRETHS (218.62) FEET ON A CURVE LINE, CURVE CONVEX TO THE NORTH WEST RADIUS TWO HUNDRED SEVENTY-EIGHT AND NINETY-FOUR ONE-HUNDREDTHS (278.94) FEET; SAID CURVE BIING TANGENT TO THE LINE EIGHT HUNDRED (800) FEET NORTH OF THE SOUTH LINE OF THE QUARTER QUARTER SECTION AFORESALD AND ALSO TANGENT TO A DIAGONAL LINE THIRTY (30) FEET SOUTH EASTERLY OF THE PARALLEL TO A LINE RUNNING FROM THE NORTH EAST CORNER TO THE SOUTH WEST CORNER OF THE SOUTH WEST QUARTER OF SAID SECTION NINETEEN (19); THENCE SOUTH WESTERLY ALONG SAID DIAGONAL TWO HUNDRED TWELVE AND FORTY-SEVEN ONE-HUNDREDTHS (212,47) FELT TO THE POINT OF TANGENCY OF A CURVED LINE, CURVE CONVER TO THE NORTH WEST RADIUS TWO HUNDRED SEVENTY-EIGHT AND MINETY-FOUR ONE-HUNDREDTHS (278.94) FEET; THENCE NORTH EASTERLY ALONG SAID CURVE TO TWO HUNDRED EIGHTEEN AND SIXTY-TWO ONE-HUNDREDTHS (218.62) FEET TO THE POINT OF TANGENCY OF SAID CURVE LYING ON A LINE SIX HUNDRED FIFTY (650) FEET NORTH OF THE PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION AFORESAID THENCE EAST ALONG SAID LINE FIVE HUNDRED FOUR AND TWENTY-THREE ONE-HUNDREDTHS (504.23) FEET TO A POINT TWENTY-FIVE (25) FEET WEST OF THE EAST LINE OF SAID QUARTER QUARTER SECTION; THENCE NORTH ONE HUNDRED FIFTY (150) FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

Property Address:

6600 South Oak Park Avenue

Bedford Park, IL 60501

. DEFT-01 RECORD (A)

\$15.4

PIN:

19-19-117-013-000

Drafted by:

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D. Glenn Ofsthun Rooks, Pitts and Poust

55 West Monroe Street Chicago, IL 00603

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