ASSIGNMENT OF RENTS AND
LESSOR'S INTEREST IN LEASES

86186777

THIS ASSIGNMENT is made as of this 2 day of May 1986, by DONALD WATTS ("Assignor"), to SEAWAY NATIONAL BANK OF CHICAGO, a National Bank Association ("Assignee") having an office at 645 East 87th Street, Chicago, Illinois.

W I T N E S S E T H .

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, transfers, sets over and assigns to Assignee, the entire lessor's interest in and to any and all leases and subleases (including all extensions and renewals thereof) now or hereafter existing (the "Leases"), and any and all rents, issues, income and profits, of and from the certain real estate legally described in Exhibit A attached hereto and made a part hereof, and all buildings, structures, and improvements now or hereafter constructed thereon (the "Premises").

THIS ASSIGNMENT OF RENTS IS GIVEN TO SECURE:

a) Payment by the Assignor of the indebtedness evidenced by, and observance and performance by the Assignor of each and all covenants, terms, conditions and agreements contained in, a certain Installment Note of even date herewith (the "Note") in the principal sum of THREE HUNDRED TWENTY-ONE THOUSAND & NO/100 ($321,000.00) DOLLARS made by the Assignor to the order of and delivered to Assignee simultaneously with the execution and delivery of this Assignment; and

b) Observance and performance by Assignor of the covenants, terms, conditions and agreements contained in this Assignment, the Trust Deed (the "Mortgage") of even date herewith made by the Assignor to the Assignee and creating a first mortgage lien on the Premises, and the other Loan Documents as defined and described in the Mortgage (hereinafter referred to as the "Loan Documents").

AND ASSIGNOR HEREBY COVENANTS, AGREES AND REPRESENTS AS FOLLOWS:

1. Representations of Assignor. Assignor represents to Assignee that:

a) This Assignment, as execute by Assignor, constitutes the legal and binding obligation of Assignor, enforceable in accordance with its terms and provisions;

b) Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder or entered into any agreement to subordinate any of the Leases, or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder; and

c) Assignor has not heretofore executed any instrument or performed any act which may or might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation.

2. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:

a) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and shall not do or suffer to be done anything to impair the security thereof, or without the express written consent of Assignee, (i) release the liability of any tenant, occupant or operator thereunder, or (ii) permit any tenant, occupant or operator thereunder to withhold the payment of rent or to make monetary advances and off-set the same against future rentals, or (iii) permit any tenant, occupant or operator thereunder to claim a total or partial eviction, or (iv) permit any tenant, occupant or operator thereunder to terminate or cancel any Lease except in the normal course of business; or (v) enter into any oral leases with respect to all or any portion of Premises;

b) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits in the normal course of business;

c) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder without the prior written consent of Assignee;

d) Assignor shall not alter, modify or change the terms and provisions of any Lease or give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease without the prior written consent of Assignee, which content or approval shall be promptly delivered to Assignor if such alteration, modification, change, assignment, subletting, cancellation or termination is acceptable to Assignee, in Assignee's sole and absolute discretion;

e) Assignor shall not accept a surrender of any Lease, or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estate and rights of, or a termination or diminution of the obligations of, any tenant, occupant or operator thereunder;

f) Assignor shall not alter, modify or change the terms of any guaranty of an Lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law without the prior written consent of Assignee;

g) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

h) Assignor shall enforce the Leases and all rights and remedies of the lessor thereunder in case of default thereunder by any tenant, occupant or operator;

i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including reasonable attorneys' fees. in any such action or proceeding in which Assignee may appear;

j) Assignor shall give prompt notice to Assignee of any notice of any default on the part of the lessor with respect to any Lease received from any tenant, occupant or operation or guarantor thereunder; and

k) Assignor shall enforce the observance and performance of each and every covenant, term, condition and agreement contained in each and every Lease to be observed and performed by the tenant, occupant or operator thereunder.

3. Rights Prior to Default. So long as Assignor is not in default hereunder, Assignor shall have the right to collect at the time, but not more than (30) days in advance, of the date provided for the payment thereof, all rents, issues, income and profits assigned hereunder (other than security or similar deposits), and to retain, use and enjoy the same. Assignee shall have the right to notify the tenant, occupant or operator under the Leases of the existence of this Assignment at any time.

4. Events of Default. Each of the following shall constitute an event of default for purposes of this Assignment:

a) Failure of Assignor to pay when due any installment of principal an interest or any additional indebtedness, as defined in the Note and Mortgage.

b) Failure of Assignor to promptly perform any other condition, covenant, term, agreement or provision required to be performed or observe by Assignor under this Assignment, the Note, the Mortgage or any other Documents provided, however, that unless and until the continued operation and safety of the Premises, or the priority, validity or enforceability of the lien created by this Assignment, the Mortgage or Note or any other Loan Document or the value of the Premises is immediately threatened or jeopardized, Assignor shall have a period not to exceed thirty (30) days after written notice of any such failure of performance to cure the same.

c) The existence of any material inaccuracy or untruth in any representation, covenant or warranty contained in this Assignment, the Mortgage or any other Loan Document, or of any statement or certification as to facts delivered to Assignee.

d) The existence of an "Event of Default" (as that term is defined in any of the Loan Documents).

5. Rights and Remedies Upon Default. At any time upon or following the occurrence of any one or more events of default under the provisions of paragraph 4 of this Assignment, Assignee may, at its option and without any obligation to do so, without in any way waiving such event or events of default, without notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note from any

obligation hereunder, and with or without bringing any action or proceeding;

a) Declare the unpaid balance of the principal sum of the Note, Additional Indebtedness together with all accrued and unpaid interest thereon, immediately due and payable;

b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operation the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants, occupants, and operators under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants, occupants and operators thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

d) Make any payment or do any act required herein of Assignor in such manner and to such text as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at an annual rate (the "Default Rate") which is, the "Default interest Rate" then in effect under the Note and shall be secured by this Assignment.

6. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more events of default under the provisions of paragraph 4 of this Assignment shall be applied as follows:

a) First, to reimbursement of Assignee for and of all reasonable expenses of: taking and retaining possession of the Premises; managing the Premises and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary and proper, and reasonable attorney's fees; operating and maintaining the Premises, including without limitation, taxes, charges, claims, assessments,

water rents, sewer rents, other liens, and premiums for any insurance provided in the Mortgage; the cost of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary and proper, with interest thereon at the Default Rate;

b) Second, to reimbursement of Assignee for and of all reasonable sums expended by Assignee pursuant to paragraph 5(d) hereof to make any payment or do any act required herein of Assignor, together with interest thereon at the Default Rate;

c) Third, to reimbursement of Assignee for and of all other reasonable sums with respect to which Assignee is indemnified pursuant to paragraph 7 hereof, together with interest thereon at the Default Rate;

d) Fourth, to reimbursement of Assignee for and of all other reasonable sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the Loan Documents, with interest thereon at the Default Rate;

e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Note and on Additional Indebtedness;

f) Sixth, to payment of the unpaid balance of Additional Indebtedness and the principal sum of the Note; and

g) Seventh, any balance remaining to Assignor, its successors and assigns.

7. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises following the occurrence of any one or more events of default under the provisions hereof or from any other act or omission of Assignee in reasonable managing, operating or maintaining the Premises following the occurrence of any one or more events of default under the provisions hereof. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of and from, any and all liability, loss or damage which Assignee may or might incur under any Lease of under or by reason of this Assignment and of 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 observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, that Assignor's obligation pursuant to this paragraph 7 shall not extend to any occurrence or matter in which Assignee has been guilty of willful misconduct or gross negligence. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorney's fees, shall become immediately due and payable by Assignor with interest thereon at the Default rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Assignee,

nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, 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.

8. Non-Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage or any of the Loan Documents; this Assignment is made an accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments; and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefore, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

9. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to assignee by this Assignment.

10. Severability. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

11. Benefit. This Assignment is binding upon Assignor, its successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

12. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

13. Duration. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the note, together with all interest thereon, and Additional Indebtedness and all interest thereon and shall have fully paid and performed all of the other obligations secured hereby and by the Loan Documents.

14. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

15. Trustee Exculpation. This Assignment is executed by the Trustee, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in such Trustee, and it is expressly understood and agreed that nothing in this Assignment shall be construed as creating any liability on such Trustee to personally perform any express or implied covenant, condition or obligation under this Assignment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Assignment. Notwithstanding the foregoing, the Assignee shall not be precluded from: (a)

recovering any condemnation awards or insurance proceeds attributable to the Premises; (b) recovering any tenant security deposits, advance or pre-paid rents, earnest money deposits or proceeds due and payable under the terms of any contract; (c) pursuing any remedy and any security provided under any of the Loan Documents; and (d) enforcing the personal liability of any of the individuals who have guaranteed the payment of the Note.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

Donald Watts

DONALD WATTS

STATE OF ILLINOIS)
) S.S.
COUNTY OF C O O K)

I, Crystal Williams, a Notary Public in and for said County in the State aforesaid, do hereby certify that DONALD WATTS, 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.

GIVEN under my hand and Notarial Seal this 2nd day of May, 1986.

Crystal Williams (Seal)
Notary Public

My Commission expires:
My Commission Expires Dec. 5, 1989

This instrument was prepared by
and should be returned to:

Demetrius E. Carney
Carney & Brothers, Ltd.
69 W. Washington Street
Suite 630
Chicago, Illinois 60602

86186777

BOX 333

EXHIBIT "A"

PARCEL ONE:

Lots 25 to 31 inclusive in Block 132 in Harvey in the east 1/2 of the Northeast 1/4 of Section 18, Township 36 North, Range 14 east of the third principal meridian, in Cook County, Illinois.

Commonly known as: 15345 South Wood Street, Harvey, Illinois

Permanent Real Estate Index Nos.:

29-18-220-017 LOT 31
29-18-220-018 LOT 30
29-18-220-019 LOT 29
29-18-220-020 LOT 28
29-18-220-021 LOT 27
29-18-220-022 LOT 26
29-18-220-023 LOT 25

TP

DEPT-01 RECORDING $18.00
T#3333 TRAN 2688 05/09/86 16:21:00

#4361 # A *-86-186777

86186777

18

86186777

BOX 333