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LEASE-RENT ASSIGNMENT
As Security for a Guaranty
To THE BANK OF HIGHWOOD

1. DATE AND PARTIES. The date of this Lease-Rent Assignment (Assignment) is September 22, 1987 and the parties are the following:

OWNER:

PHILIP FERDMAN
4017 Carousel Drive
Northbrook, Illinois 60062
husband of Brenda Ferdman
BRENDA FERDMAN
4017 Carousel Drive
Northbrook, Illinois 60062
wife of Philip Ferdman

P.I. # 04-20-411-005

BANK:

THE BANK OF HIGHWOOD
10 Highwood Avenue
Highwood, Illinois 60040



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2. BACKGROUND. The guaranty agreement is secured by, but not limited to, a mortgage (Mortgage) dated September 22, 1987 on the property (Property) described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Owner will be benefited by the Loan to Borrower, wants to assist Borrower in obtaining the Loan, and in order to do so, is willing to assign the leases described in this Assignment.

3. ASSIGNMENT. To secure the Obligation (as hereafter defined) and to induce Bank to make the Loan to Borrower and for other valuable consideration, the receipt of which is acknowledged by Owner, Owner grants and assigns a secure interest and further bargains, sells and conveys in and to Bank all of Owner's right, title and interest in and to all rents and profits from the Property and all leases of the Property now or hereafter made, which are collectively known as the Collateral and described as follows:

- A. all leases (Leases) on the Property. The term "Leases" in this Assignment shall include all agreements, written or verbal, existing or hereafter arising, for the use or occupancy of any portion of the Property and all extensions, renewals, and substitutions of such agreements, including subleases thereunder.
- B. all guaranties of the performance of any party under the Leases; and
- C. the right to collect and receive all revenue (Rent) from the Leases on the Property now due or which may become due. Rent includes, but is not limited to the following: revenue, issue, profits, rent, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, security deposits, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance or other proceeds, and all rights and claims which Owner may have against any person under the terms of the Leases.

4. OBLIGATION DEFINED. The term "Obligation" is defined as the guaranty agreement executed by PHILIP FERDMAN and BRENDA FERDMAN and dated September 22, 1987 which guaranty agreement unconditionally promises to pay and guaranties prompt payment when due a promissory note executed by MANDELL PHARMACY CORPORATION (Borrower) and payable to the order of Bank dated September 22, 1987 (Note), evidencing a loan (Loan) to Borrower in the principal amount of \$83,000.00, and all extensions, renewals, modifications, or substitutions of the Note.

5. WARRANTIES. To induce Bank to make the Loan to Borrower, Owner makes the following representations and warranties:

- A. Owner has good title to the Leases and Rent and good right to assign them, and no other person has any right in them;
- B. Owner has duly performed all of the terms of the Leases that Owner is obligated to perform;
- C. Owner has not previously assigned or encumbered the Leases or the Rent and will not further assign or encumber the Leases or future Rent;
- D. No Rent for any period subsequent to the current month has been collected, and no Rent payment has been compromised;
- E. Owner has not received any funds from any lessee (Lessee) under the Leases in excess of one month's rent for which credit has not been made on account for accrued Rent, and any copy of such account that has been delivered to Bank is true and complete. The term "Lessee" in this Assignment shall include all persons or entities obligated to Owner under the Leases;
- F. No Lessee is in default of any of the terms of the Leases; and
- G. Owner has not and will not waive or otherwise compromise any obligation of Lessee under the Lease and will enforce the performance of every obligation to be performed by Lessee under the Lease.

6. OWNER'S AGREEMENTS. To protect the security of this Assignment, Owner agrees:

- A. to deliver to Bank upon execution of this agreement copies of the Leases, certified by Owner, as being true and correct copies which accurately represent the transactions between the parties;
- B. to observe and perform all obligations of Lessor under the Leases, and to give written prompt notice to Bank of any default by Lessor or Lessee under any Lease;
- C. to notify in writing each Lessee that any deposits previously delivered to Owner have been retained by Owner or assigned and delivered to

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Bank as the case may be;

- D. to appear in and defend any action or proceeding pertaining to the Leases, and, upon the request of Bank, to do so in the name and on behalf of Bank but at the expense of Owner, and to pay all costs and expenses of Bank, including reasonable attorneys' fees to the extent not prohibited by law, in any such action or proceeding in which Bank may appear;
- E. to give written notice of this Assignment to each Lessee which notice shall contain instructions to each Lessee that Lessee shall, upon receipt of notice and demand from Bank, make all payments of Rent directly to Bank; and
- F. to indemnify and hold Bank harmless for all liabilities, damages, costs and expenses, including reasonable attorneys' fees, Bank incurs when Bank, at its discretion, elects to exercise any of its remedies upon default of Lessee.
7. **COLLECTION OF RENT.** Owner shall give notice of Bank's rights to all of said rents, issues or profits and notice of direct payment to Bank to those obligated to pay such rents, issues or profits. Owner agrees to direct all tenants to pay rent due or to become due to Bank. Owner, as agent of Bank, shall endorse and deliver to Bank any money orders, checks or drafts which represent rents, issues or profits from the above-described Property, to apply the proceeds to the Note or Obligation, and shall give notice of Bank's rights in any of said rents, issues or profits and notice of direct payment to Bank to those obligated to pay such rents, issues or profits. Bank shall be the creditor of each Lessee in respect to assignments for the benefit of creditors, bankruptcy, reorganization, rearrangement, insolvency, dissolution or receivership proceedings by Lessee, and Owner shall immediately pay over to Bank all sums Owner may receive as creditor from such actions or proceedings. Also, Bank may collect or receive all payments paid by any Lessee, whether or not pursuant to the terms of the Lease, for the right to terminate, cancel or modify the Lease, and Owner shall immediately pay over to Bank all such payments as Owner may receive from any Lessee. Bank shall have the option to apply any monies received as such creditor to the Loan or to any other indebtedness under any Obligation of Borrower, the Note, the Mortgage, or this Assignment.
8. **EVENTS OF DEFAULT.** Owner shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are:
- A. Failure to pay any payment required under the Loan or any Obligation;
- B. A default or breach under any of the terms of the Loan, the Note, any construction loan agreement, any loan agreement, this Assignment, any mortgage, any security agreement, deed of trust, trust deed, or any other instrument securing, guarantying or relating to the Loan, the Note or any Obligation;
- C. A making or furnishing of any warranty, representation or statement to Bank by or on behalf of Owner which is or becomes false or incorrect in any material respect;
- D. A making or furnishing of any representation, statement or warranty in this Assignment, on any application for credit, or on any other written agreement, instrument or document supplied to Bank by or on behalf of Owner which is or becomes false or incorrect in any material respect;
- E. Owner dies, dissolves, voluntarily or involuntarily terminates existence, becomes insolvent, makes an assignment for the benefit of creditors, appoints or causes to be appointed a receiver or commences or causes to be commenced (whether voluntary or otherwise) any proceeding under any bankruptcy or insolvency laws by or against Owner or any co-signer, endorser, surety, guarantor or Borrower;
- F. A good faith belief by Bank at any time that Bank is in arrears, that the prospect of any payment is impaired or that the Property is impaired;
- G. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its due date; or
- H. A transfer of a substantial part of Owner's money or property.
9. **REMEDIES ON DEFAULT.** At the option of Bank, all or any part of the principal and accrued interest on the Note, the Loan and all Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of an Event of Default or at any time thereafter by Mortgagee or under the Mortgage, Bank, at Bank's option, shall have the right to exercise any or all of the following remedies:
- A. to collect directly and retain Rent in Bank's name without taking possession of the Property and to demand, collect, receive, and sue for the Rent, giving proper receipts and releases, and, after deducting all reasonable costs of collection, including reasonable attorneys' fees to the extent not prohibited by law, apply the balance to the Note, first to accrued interest and then to principal;
- B. to declare the Note and all Obligations immediately due and payable, and, at Bank's option, exercise any of the remedies provided by law, the Note, the Mortgage or this Assignment; and
- C. to enter upon, take possession of, manage and operate all or any part of the Property, make, modify, enforce or cancel any Leases, evict any Lessee, increase or reduce Rent, decorate, clean and make repairs, and do any act or incur any cost Bank shall deem proper to protect the Property as fully as Owner could do, and to apply any funds collected from the operation of the Property in such order as Bank may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys', and accountants' fees; the Note; any Obligation; and toward the maintenance of reserves for repair or replacement. Bank may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, Mortgagee or under a Mortgage, or by receiver to be appointed by a court, and irrespective of Owner's possession.
- The collection and application of the Rent or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any default, or modify or waive any notice of default under the Note, Mortgage or this Assignment, or invalidate any act done pursuant to such notice. The enforcement of such remedy by Bank, once exercised, shall continue for so long as Bank shall elect, notwithstanding that such collection and application of Rent may have cured the original default. If Bank shall thereafter elect to discontinue the exercise of any such remedy, the same or any other remedy under the law, the Note, Mortgage or this Assignment may be elected at any time and from time to time following any subsequent default. The word 'default' has the same meaning as contained within the Note, the Mortgage and any other evidencing the Obligation of Borrower to Bank.
- In addition, upon the occurrence of any Event of Default, Bank shall be entitled to all of the remedies provided by law, the Note and any related loan documents. All rights and remedies are cumulative and not exclusive, and Bank is entitled to all remedies provided at law or equity, whether or not expressly set forth.
10. **ADDITIONAL POWERS OF BANK.** In addition to all other powers granted by this Assignment and the Mortgage Bank also has the rights and powers, pursuant to the provisions of the Illinois Code of Civil Procedure, Section 15-1101, et seq.
11. **TERM.** This Assignment shall remain in effect as long as any part of the Note and all Obligations remain unpaid. Upon payment in full of all such indebtedness, Bank shall execute a release of this Assignment upon request.
12. **NUMBER AND GENDER.** Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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13. SUCCESSORS. This Assignment shall run with the land and shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.

OWNER:

Philip Ferdman
 PHILIP FERDMAN
 Individually

Brenda Ferdman
 BRENDA FERDMAN
 Individually

STATE OF Illinois ss:
COUNTY OF Lake

On this 22nd day of September, 1987, I, _____, a notary public, certify that PHILIP FERDMAN, husband of Brenda Ferdman, 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 (s)he signed and delivered the instrument as (her) his free and voluntary act, for the uses and purposes set forth.

My commission expires: _____

NOTARY PUBLIC

STATE OF Illinois ss:
COUNTY OF Lake

On this 22nd day of September, 1987, I, _____, a notary public, certify that BRENDA FERDMAN, wife of Philip Ferdman, 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 (s)he signed and delivered the instrument as (her) his free and voluntary act, for the uses and purposes set forth.

My commission expires: _____

NOTARY PUBLIC

This document was prepared by THE BANK OF HIGHWOOD, 10 Highwood Avenue, Highwood, Illinois 60040.

APPROVED
 THIS INSTRUMENT WAS PREPARED BY
 BARBARA LAITURI
 BANK OF HIGHWOOD
 10 HIGHWOOD AVENUE
 HIGHWOOD, IL 60040

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EXHIBIT "A"

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This EXHIBIT "A" is referred to in and made a part of that certain Mortgage (Mortgage) dated September 22, 1987 by and between the following parties:

MORTGAGOR:

PHILIP FERDMAN
4017 Carousel Drive
Northbrook, Illinois 60062
BRENDA FERDMAN
4017 Carousel Drive
Northbrook, Illinois 60062

BANK:

THE BANK OF HIGHWOOD
10 Highwood Avenue
Highwood, Illinois 60040
(as Mortgagee)

The properties herein described are those properties referred to in the Mortgage as being described in Exhibit "A":

Lot 117 of the Willows West being a Resubdivision of the South East 1/4 of Section 20, Township 42 North, Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded October 11, 1967 as Document 2028770, in Cook County, Illinois.

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