ASSIGNMENT OF LEASES AND RENTS

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THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of this landay of November, 1987 is made and executed by NORTHBROOK TRUST AND SAVINGS BANK, not personally, but as Trustee under a written Trust Agreement dated November 5, 1987 and known as Trust No. 3011 ("Assignor") in favor of NORTHBROOK TRUST AND SAVINGS BANK, Northbrook, Illinois ("Assignee").

RECITALS

This Assignment is made pursuant to a certain mortgage loan financing of even date herewith evidenced by documents described below in an amount of \$850,000.00 (the "Loan").

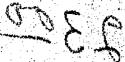
II. The Lorn is evidenced by (i) that certain Note of even date herevith executed by the Assignor to Assignee, in the principal sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00), said note and any additional note or notes described above evidencing the Loan are hereinafter referred to as the "Note." The payment of the Note is secured by, among other things: (i) this Assignment; (b) a Mortgage (the "Mortgage") executed by Assignor pertaining to property described therein as the "nortgaged Property" and described in Exhibit A, attached hereto, and all improvements hereon and appurtenances thereto and (c) the other Loan Instruments (hereinafter defined).

GRANTING CLAUSES

In consideration of the premises and for other good and valuable consideration, the receipt and surficiency of which are hereby acknowledged, to secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all covenants, conditions and obligations contained in this Assignment, the Mortgage, the Note and any other mortgages, security agreements, assignments of leases and rents, other collateral assignments, guaranties, letters of credit and any other documents and instruments now or hereafter executed and delivered to Assignee as lender to evidence, secure or guarantee the Loan or otherwise in connection with the Loan and any and all renewals, extensions, amendments, modification and replacements of this Assignment, the Mortgage, the Note, and any such other documents and instruments (this Assignment, the Note, the Mortgage, such other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit, documents and instru-

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ments and all renewals, extensions, amendments, modifications and replacements hereof and thereof being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument") and all other indebtedness or liabilities of Assignor to Assignee, of every kind, nature and description, direct or indirect, absolute or contingent, now or hereafter owing and the performance and observance of all other covenants and obligations made in favor of Assignee (all indebtedness, liabilities, covenants and obligations secured hereby being hereinafter somtimes referred to as "Borrower's Liabilities"), Assignor hereby assigns to Assignee, all fo the right, title and interest of Assignor in:

- (a) All oral and written leases with, or other agreements for use or occupancy made by, any person or entiry (including, without limitation, the leases described on Schedule 1 attached hereto or in any supplement to this Assignment recorded hereafter), and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Mortgager Property, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases");
- (b) The rents which are due or may hereafter become due pursuant to any of the Leases and any other payments in addition to rent made by or due from any and all lessees, users or occupants under the Leases including, without limitation, security deposits and any monies, awards, damages or other sayments made or due under the Leases (which rents and prymints together with any and all other rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the Mortgaged Property are herein collectively referred to as the "Rents");
- (c) All rights, powers, privileges, options and other benefits (collectively, "Rights") of Assignor under the Leases, including, without limitation:
 - (i) The immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, monies and security deposits or the like;
 - (ii) The right to make all waivers and agreements, including any waivers pertaining to the obligations of lessees;
 - (iii) The right to give all notices, permissions, consents and releases, including consents to any instrument which subordinate or makes paramount the interest of a lessee to the Mortgage;

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- (a) All oral and written leases with, or at ur aproceed to the use or occupancy made by, any person or entity (including, without limitation, the lease, or described on Schedule ! attached harebook in any sub-plement to this Assignment reacred hereafter); and any and all asyndments, ostensions, renewals, codifications of the placements thereof pertaining to all or any part of the placement have been need to be according or hereafter made or agreement being collectively of and occupancy agreements being collectively of cared to beeping as the agreements being collectively of cared to beeping as the subsense.
- (b) The rents which are due or may hereafter become due pursuant to any of the beared and any other payments in addition to rent made by or due from any and all leagues, seek or recupants under the beases from any and notice, awards, seases or other payments made or due wider the teases (which rents and payments under the vick with any any and all other rents, issues and pictits which may now as hereafter a rise to connection with the connection with the connection with the connection with the connection as the "seats" are herein or objectively referred to as the "seats" is
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- (ii) The right to dive all motices, permissions, consonts and releases, including consents to any instrument which subordinate or makes paramount the interest of a deseas to the Mortgage;

- (iv) The right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;
- (v) The right to do any and all other things whatsoever which Assignor is or may become entitled to do under the Leases including, without limitation, the right to cancel or alter leases;
- (vi) The right to exercise any option required or permitted under any of the Leases;
- (vii) The right to execute new leases of the Mortgaged Property; and
- viii) The rights, powers, privileges and other benefits of Assignor under any and all guaranties (the "Guaranties") of any of the Leases;

(the Leases, Rents and Rights being sometimes collectively referred to as the "Collateral") and Assignor authorizes Assignee:

- (d) To manage the Mortgaged Property and take possession of the books and records relating thereto;
- (e) To prosecute or defend any suits in connection with the Mortgaged Property or enforce or take any other action in connection with the leases in the name of Assignee;
- (f) To make such repairs to the Mortgaged Property as Assignee may deem advisable; and
- (g) To do any and all other things with respect to the Mortgaged Property and the Collateral which an absolute owner or landlord has the right to do

I

COVENANTS AND WARRANTIES

1.1 Present Assignment. Notwithstanding that this Assignment constitutes a present assignment of leases and rents, Assignor may collect the Rents and, subject to the terms and provisions of the Mortgage and this Assignment, manage the Mortgaged Property in the same manner as if this

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- 'vi The right to do any and all other things whatsoever which Assignor is a may become entitled to do under the leases including, without times to tion, the right to cancer or after leases?
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Assignment had not been given, but only if and so long as an Event of Default (defined hereafter) has not occurred. If an Event of Default occurs, the right of Assignor to collect the Rents and to manage the Mortgaged Property shall thereupon automatically terminate and such right together with the other rights, powers and authorizations contained herein shall belong exclusively to Assignee.

- 1.2 Power Coupled with Interest. This Assignment of Leases and Rents confers upon Assignee a power coupled with an interest and cannot be revoked by Assignor.
- No Other Assignment. Assignor represents and warrants as follows: (i) Assignor is the sole owner of the lessor's entire interest in the Leases and the other Collateral and has full right to assign the Collateral; (ii) there has been no previous assignment and, without Assignee's prior written consent, Assignor will permit no future assignment (as collateral or otherwise) of the lessor's right, title or interest in any of the Leases or other Collateral (other than pursuant to the other Loan Instruments); (iii) the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever; (iv) the lessees are not in default under the Leases and have no defenses, set-offs or counterclaims against the lessor under the Leases and have not been granted any concessions by the lessor; (v) Assignor shall not permit or suffer to occur any default in the performance of any of its obligations under the Leases, nor shall it permit of suffer any waiver of any of its rights or remedies pursuant to the Leases; (vi) no rent reserved in the Leases has been essigned; and (vii) no rent for any period subsequent to the date hereof has been collected more than thirty (30) days in advance of the time when said rent becomes or would become due under the terms of the Leases.
- 1.4 Covenants. Assignor covenants that (i) it will not modify, change, alter, supplement, amend, cancel, surrender or accept surrender of any of the Leases without Assignee's consent; (ii) it will not consent to any assignment or subletting of the lessee's interest under any of the Leases without Assignee's consent; (iii) it will not accept renumber than thirty (30) days in advance under any of the Leases and (iv) it will not assert any claim or take any action against any lessee under any of the Leases, or otherwise seek recovery, damages or other relief against any such lessee, which would have the effect of relieving such lessee from any obligation or liability or which would affect, impair or discharge any right of Assignee and, if Assignor shall recover any such sums from such lessee, Assignor will forthwith pay over the same to Assignee for application to the indebtedness secured hereby.

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- 1.5 Further Assurances. Assignor shall execute and deliver, at the written request of Assignee, all such further assurances and assignments as Assignee from time to time shall determine are necessary to effectuate the terms and provisions of this Assignment.
- 1.6 Assignee to be Creditor of Lessees. Assignee shall be deemed to be the creditor of each lessee under the Leases in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such lessee (without any obligation on the part of Assignee to file claims or otherwise to pursue creditors rights in such proceedings). All monies received in connection with any such proceedings or occurrences shall constitute additional Rents hereunder.

II

DEFAULTS AND REMEDIES

- 2.1 Event of Default. The term "Event of Default", wherever used in this Assignment, shall mean any one or more of the following events:
 - (a) If Assignor shall (i) fail to pay when due (A) any payment of principal when such payment shall become due and payable under the Notes whether at maturity or otherwise; or (B) any payment of interest under the Notes when due and payable; or (ii) fail to keep, perform or observe any other covenant, condition or agreement on the part of Assignor in this Assignment.
 - (b) If a default shall occur under any of the other Loan Instruments and the same is not cured within such cure, grace or other period, if any, provided in such Loan Instrument.
 - (c) If an "Event of Default" shall occur under and as defined in any of the other Loan Instruments.

 2.2 Exercise of Assignee's Rights.
 - (a) Assignee may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignee and without waiving such Event of Default;
 - (b) In the event Assignee elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to Assignor such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Borrower's Liabilities are paid in

1.5 Further Assurances. Assignor shall execute and deliver, of the writtes request of Assignee, all such further assertance leam time to line shall determine are necessary to effectuate the terms and pravisions of this Assignment.

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(b) ((a default shall occur under any of the other loop (1.5)) whents and the same is not cured within such cure, where or other period, it any, provided in such Loar Listrument.

(c) It an "Event of Default" shall occur under and os collection any of the other Loan Instruments.

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(b) In the event Assignee elects to invoke any of its rights hereunder and thereafter, for any codeson, retinguishes to Assigner such rights, this Assignment shall not be terminated but shall remain in full force and effect until Borrowers Liabilities are gold in a

full, it being the intent of the parties that Assignee shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time if an Event of Default occurs.

- 2.3 Nature of Remedies. No delay or omission on the part of Assignee in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Instruments. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Assignor or the Mortgaged Property at the sole discretion of Assignee and may be exercised as often as occasion therefor shall arise.
- 2.4 Application of Rents. Assignee may apply the Rents in such order as Assignee may determine, to the payment of Borrower's Liabilities, and all expenses for the care and management of the Mortgaged Property, including taxes, insurance, assessments, management fees, usual and custom-ary commissions to real estate brokers for leasing real estate, and the reasonable expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted to Assignee hereunder. For purposes of the preceding sentence, Lender attorneys' fees shall be deemed to include compensation and actual overhead of staff councel, if any, of Lender in addition to the fees of any other atcorneys engaged by Lender and shall include fees and expenses incurred in connection with the appeal of any matter arising under the Loan Instruments if Lender is the prevailing party therein. receipt by Assignee of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for herein or in the other Loan Instruments shall not cure such Event of Default or affect or prejudice the exercise of such remedies.
- 2.5 Limitation of Assignee's Obligations. Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Paragraph 2.4 hereof. Assignee shall not be liable for uncollected Rents or for failure to collect Rents or for any claim or damages or set-offs arising out of Assignee's management of the Mortgaged Property. Assignee shall not be liable to any lessee for the return of any security deposit made under any Lease unless Assignee shall have received such security deposit from the lessor or such lessee. Assignee shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Assignee be responsible for any act com-

full, it loug the inventor the parties that Assiance slat, antil release of this assiance; that, antil release of this assiance; i while granted hereby and be able to grantise them from time to due if an Event of Marault organs.

- 2.1 Matter of Remodies. No Actay or emission the control of Assignment in the exercise of acy remody for an Event of Detault shall special as a waiver thereof. The remodies evaluable to Assignment shall be in action to, and exercisable in any combination with, any and all remodies available by operation of law and under the other loan instruments. Said remedies shall be commistive and consucrent, ady be pursued separately, successively or and consucrent. Assigner or the Mortgaged Property at the together against Assigner or the Mortgaged Property at the sole discretion of Assigner and may be exercised as often as occasion therefor shall arise.
- 2.4 Accidence of Rents. Assignee may apply the Runts in such order as assignee may determine; to the care and versover's tiabilities, and all expenses for the care and management of the care and management of the care and instrument, assessments, management fees, to ut and castematy commissions to real obtained brokers for insping part and castematy, and the realonable expenses and orsein all alterocates, and the realonable expenses and orsein all alterocates, and the realonable expenses and orsein with the exercise of the rights and powers critical to Assignee and the relation self the relation of the care and the real relation and alternation and the relation compensation and alternation to inches to any other alternation and the capaged by render the appeal of any other alternation of the appeal of any other arising under the pointection fastrument; if thereon in the prevailing ander the particular to this Assignment factoring an twent of the prevailing party therein the factoring and two transfer to this Assignment case covering an twent of befound the exercise of any rend of befoult or affect or prejudice the capacity or affect or prejudice.
- 2.5 mintation of Assignes's Obligations. Assignes's obligation as to any Kents actually collected shall be listingly by antification of such Rents to any of the our poses opecified in Paragraph 2.7 hereof. Assignes chall not be anio for uncillected Runts of for failure to collect satisfied out of sale for any claim of damages of solectly acising out of the listing to the Northaged Property. Assigned that not be listing to any lessed for the return of any courily deposit made ander any Loase units a failure of any lessed. Assigned about the exercise of any reason of this Assignment or the exercise of any reason of this Assignment or the exercise of any reason of this Assignment or perform any obtination of the lesser any act compenses. For shall Assigned by reason which any of the person of the lesser for any act compenses. For shall Assigned by reason bis for any act compenses.

mitted by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making Assignee a mortgagee in possession of the Mortgaged Property or any part thereof.

- 2.6 Reimbursement. Assignor shall reimburse Assignee for and indemnify Assignee against all expenses, losses, damages and liabilities which Assignee may incur by reason of this Assignment or the exercise of any of the rights granted hereunder. Any and all amounts due and payable, shall be added to Borrower's Liabilities, shall bear interest at the Default Rate (as defined in the Notes) and shall be secured by this Assignment and the other Loan Instruments.
- 2.7 Authorization to Lessees. Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Assignee upon written demand from Assignee stating that an Event of Default has occurred without inquiry as to whether any such default has occurred or whether Assignee is rightfully entitled to such rent. Following receipt of any such demand, no lessee shall be given credit for any rent paid other than to Assignee thereafter until Assignee instructs such lessee otherwise in writing.

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- 3.1 Modification of Loan Terms. If the time of payment of any indebtedness secured hereby is extended at any time or times, if the Notes are renewed, modified or replaced or if any security for the Notes are released, Assignor and any other parties now or hereafter liable therefor or interested in the Mortgaged Property shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the other Loan Instruments shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Assignee.
- 3.2 Successors and Assigns. This Assignment shall inure to the benefit of Assignee and be binding upon Assignor, the heirs, legal representatives, successors and assigns of Assignor and all persons and entities (including owners and lessees) which may hereafter have any interest in the Mortgaged Property. Whenever Assignor or Assignee is referred to herein, such heirs, legal representatives, suc-

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mitted by the leason, or any breach or return to perform by the fearer with respect to any of the tenned. Mothers come arised her can about be deemed to have the effects of making Assigned a mentioner in possession of the Northand Property or any part thereof.

- 2.6 Etimbursument. Assignor shall reimburs Assignos for and in mentify Assignos against all expenses, logses, dawager and lishifities which Assignose may inque by reason of this Assignment or the exercise of any of the rights granted therefore the rights shall be added in the mounts due and payablo, shall be added in the Motes! and shall the secured by this Assignment and the veher loan.
- 2.7 Authorization to Lessées. Mach present and ruture terms under the leases is hereby authorized and ruture derivated to pay the rent payable thereunder to resignee upon written descent from Assignee stating that an typot of resignable has occurred without inquiry as to whether any authorized than occurred or whether Assignstanty and recipied any such antifodito duch rent. Following receipt of any such domand, no tersee that the given credit or any rent particular than to Assignee thereafter un it Assignee instructs.

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 - 3.2 Successors and Assigna. This Assignment shall inver to the benefit of Assignar and be Winding upon Assignary over the benefit of Assignary and assignary of the best and all portrons and untilies (including owners and looses) which may becestler have any intoyest in the Mertgaged Proporty. Whomever Assignar or Assignar is reterred to because such heirs, legal representatives, auc-

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cessors and assigns thereof shall be included in such reference. Notwithstanding the foregoing, Assignor shall not be permitted to assign its rights and obligations hereunder and any such assignment shall be a default.

- 3.3 No Merger. Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Property to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.
- 3.4 Notices. All notices, reports, requests, demands or other instruments required or contemplated to be given or furnished under this Assignment to Assignor or Assignee shall be directed to Assignor or Assignee, as the case may be, at the following addresses:

Assignee: Northrook Trust and Savings Bank

One Lane Center

Northbrook, Illinois 60062

Attention: Tracy Church

Assignor: Northbrook Trust and Savings Bank

One Lane Cente:

Northbrook, Illinois 60062

Attention: Land Trust Department

With copy to: Jon R. Martin

Dixie L. Martin 333 Roselle Road

Roselle, Illinois 60172

Notices shall be either (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (i) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery set forth in the return receipt, unless delivery is delayed or refused by the addressee, in which event they shall be deemed delivered on the date mailed to such addressee, or (iii) by air courier (Federal Express, Express Mail or like service), in which case they shall be deemed received on the date of delivery. Any party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other parties in compliance with the foregoing provisions.

3.5 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Assignment are for convenience only, are not to be considered a part hereof,

despors and essigns thereof shall be included in such reference. Notwithstanding the foregoing Assignor shaif and he permitted to essign its rights and obligations. It recomes and any such assignment shall by a derail by

3.) be derger, mousithstanding the conveyance or transfer of transfer of transfer of the Mostgaged Property to any tesser under any of the Beases, the Lesser's Leasthold of an are such Lesser shall not marge into the fee estale and the free shall remain obligated under such lesser as and the free transfer obligated under such lesser as and the fee by this Assignment.

1.1 Molicos. All notices, reports, requests, demands or echer lastruments required or contemplated by be given or furnished ander this Assignment to Assignor of Assigner snell be directed to Assignor or Assignor, as the Care way be, at the Colleging addresses:

> Assignce: Morthrook Teust and Savings Bark One Lame (dater Morthbrook, Illingis 60062

> > Attention: Tracy Charm

Assigner: Nerthbrook Trugt ami Savings Gank One Dane Conter Northbrook, Ils wals 60062

Attention: Cond Trust Department

With copy to: Jon (. Martin Bix: C. Martin IV Yoselle Road Yoselle, illimois 68172

Wollees set forth above, in which case they shall be deemed offices set forth above, in which case they shall be deemed delivered to the shall be deemed delivered to said offices, (is) wonther the vertical set, metern requested, in which case they and the covered delivered on the date of delivery action to the covered delayed are request to the covered of the white the date and the sailed to spen addresse, or devent delivered on the layeress, tapeds mail or like the by air courter (because they shall be deamed received on the covered), in which case they shall be deamed received on the day and notice, report, deserte or other instrangent is no be delivered by function, report, deserte or other instrangent is no be delivered by function, report, deserte or outer instrangent is no be delivered by functions with the foregoing provisions.

1.5 Meadyngs The beadings of the articles, eachions, on agraphs and subdivisions of this Assignment are Edge convenience only, are not to be equaldered a part harest.

and shall not limit, expand or otherwise affect any of the terms hereof.

- 3.6 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions, or the application thereof to any persons, entities or circumstances, contained in the Notes, this Assignment or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Notes or in any other Loan Instrument (or the application of the covenant, agreement or term held to be invalid, illegal or unenforceable, to persons, entities or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.
- 3.7 Chances. Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by the Assignor and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.
- 3.8 Governing Law. This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.
- 3.9 Future Advances. This Assignment is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Assignee, or otherwise, as are made by Assignee under the Notes, to the same extent as if such future advances were made on the date of the execution of this Assignment. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Notes.
- 3.10 Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 3.11 THIS ASSIGNMENT is executed by NORTHBROOK TRUST AND SAVINGS BANK, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of the Assignor individually to pay the Assignor's Notes or any interest thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained; all such liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right or security

and about not limit, expand or atherwise affect any of the

- 3.6 Invalid revisions to Affect Wo Others, in the event that any of the coverants, agreements, terms or provisions of the application that of the apprehense, antities or execusive contained in the Notes, this Assignment or an any other than instrument shall be invalid, illegal or overaiter of the remaining coverants, and cered a terms of provisions contained herein or in the Notes of it any other bean instrument (or the application of the coverant, agreement of term hald to be invalid, illegal or unenformable, to persons, entities or coverant or persons, entities or already of which it is already of the allow that the coverance of according to persons, entities or already of the above the according to the desired of the or disturbed thereby:
- 3.7 Changes, Halther this Assignment nor only term hereof may be released, changed, Walved, diach eyed of termoleal crafty, or by any action or inaction, but only by an instrument in welling slaned by the party against which enforcement in welling slaned, change, walve, discharge or termination is sought. To the extent produced by law, any acressent investor made by the Austoner, and Assigned eclaim to the following limits of any the to this Austoner.
- 3.8 Coverning Law. This Assignment shall be emptreed, interpreted and some lad by and in accordance with the laws of the State of Illinois.
- 3.3 Future Advances This Assignment is given to second not only existing indebtedness, but also such future advances, whelen the best of otherwise, an are made by assigned of the option of Assigned, of otherwise, an are made by assigned noner the sets, to the same extent as if such future advances were made on the date of the execution of the Assignment of indestedness that may the assignment of indestedness that may be assigned or indesentation the fire assignment of the tother that may be all analyticates secured northy shall, in no event, but all the espandant face amount of the votes.
 - (a) Conterports. This Assignment may be executed in constant and all of which shall be an original and all of which shall constitute one and the same instrument.
- 1.11 THTS assicution is encoured by NORTHBROOK URUST AND SAVINGS BAME foot personally, but as Trustee as aforemaid in the page of the page and authority conferred upon and not not shed in it as such Trustee and said Trustee hereby warrants that it page sees full power and sutherity to execute this increment. It is expressly understood and agreed that not not true contained because shall be construed as creating any least true to the part of the Assignor and the part of the Assignor of the pay interest therein, or any indebt-chees accruing thereunder, or to perform any covenant of the express or include herein contained; all such light of any or, being expressly waived by the Assignor and by litty, if any, being expressly waived by the Assignor and by lity, or now or hereafter claiming any right or security

hereunder and that so far as NORTHBROOK TRUST AND SAVINGS BANK personally is concerned, the legal holder or holders hereof shall look solely to the premises hereby conveyed and the enforcement of the lien hereby created or to an action to enforce the personal liability of any guaranter hereof.

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first above written.

ASSIGNOR:

NORTHBROOK TRUST AND SAVINGS BANK, not personally, but as Trustee under a written Trust Agreement dated November 5, 1987/and known as Trust No. 3011.

By

P/ & Virust Office

ATTEST:

Assistant Secretary
LAND TRUST OFFICER

FILED FOR RECORD

This instrument was prepared by:

David A. Kallick Hurley & Kallick, Ltd. One Lane Center 1200 Shermer Road, Suite 220 Northbrook, Illinois 60062 (312) 498-6610 Mail To:

JUNIL COMPS OFF

David A. Kallick
Hurley & Kallick, Ltd.
One Lane Center
1200 Shermer Road, Suite 220
Northbrook, Illinois 60062

BOX 333-CC

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TH RITTURS WHERETH, the undersioned has executed than

ASSET CHOIL

NORTHINODE TRUBE AND SAVENICS HAME, nut personally, but as Tr. wice under a written Trush hur coent dated Navamber 5, 1987 and keepen on truet no. 302

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-David A. Kalligh Marter & Rallick, hid? One bane Conter 12200 Shekadan Project Country 222

Northbrook, thinnis 60062

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that 5. J. Lucas and Dobzyn, the V. and UND TRUST OFFICER of NORTHBROOK TRUST AND SAVINGS BANK, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 13th day of November, 1987.

My commission expires:

My Commission, Fypiles February 26, 1988

ACENOMI EINIMENT

STATE OF TESTINGS OF COOK

in and for acd manding in said County and State, to memory Public CERTIFY that that the appropriate of the appropriate of the appropriate of the appropriate of the same persons whose names are substituted to the Torongoing instrument, a riared before me this day in person and actnowledged (he had a signed and deliver of the free and voluntary at a said compaint as their car free and voluntary at as and compaint the time area and purposes set faith the interest of the free and columns of the free and moterial soul like the interest of the free and moterial soul like the interest of the free and moterial soul like the interest of the first the first and and moterial soul like the interest of the first the free and moterial soul like the interest of the first the first and and moterial soul like the like the first and the first the first and the first the first and and moterial soul like the like the first and the f

My commission expined:

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PARCEL 1: That part of the South half of the South East quarter of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the North Meet corner of the South Meet quarter of eaid South East quarter thence Easterly along the Morth line of the South Meet quarter of eaid South East quarter a distance of 1045.41 feet to the center line of Lake Street as formerly located for the place of beginning, thence continuing Easterly along the Morth line of the South Meet quarter of said South East quarter and along the Morth line of the South East quarter of said South East quarter, a distance of 396.54 feet thence Southerly along a line that forms an angle of 85 degrees, 36 minutes to the right with the prolongation of the last described course a distance of 389.16 feet to the center line of U. S. Route 20, thence Morth Meeterly along the center line of U. S. Route 20-a distance of 220.93 feet to the center line of Lake Street as formerly located, thence Morth Meeterly along the center line of Lake Street as formerly located a distance of 370.63 feet to the place of beginning being situated in the Village of Bartlett, Hanover Township, in Cook County, Illinois.

PARCEL 2: That part of the South half of the South East quarter of Section 27, Township 41 North, Range 9, Rest of the Third Principal Meridian, described as follows: Commencing at the intersection of the center line of Lake Street as formerly located with the North line of the South half of the South East quarter of said Section 27, thence Essterly along the North line of the South half of said South East quarter, a distance of 398.54 feet for the point of beginning; thence continuing Easterly along said North line, a distance of 91.36 feet; thence Southerly along a line that forms angle of 22 degrees 34 minutes to the right with the prolongation of the last described course, a distance of .28.17 feet to the center line of U B Route 20, the or Morth Westerly along said center line, a distance of 100.0 feet; thence Mortherly, a distance of 389.73 rest to the point of beginning, being situated in the Valley of Bartlett, in Cook County, Illinois.

PARCEL 3: That part of the South East quarter of the South East quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commercing at the intersection of the center line of U. S. Loute 20 with the center line of Bartlett Road; thence lorth Easterly along said center line of Bartlett Road a fistance of 250.82 feet; thence North Nesterly (parallel with the center line of U. S. Route 20) being along a line tout forms an angle of 79 degrees 40 minutes to the left with the prolongation of the last described course, a distance of 230.49 feet for the place of beginning; thence comtinuing North Mesterly along said last described cause, a distance of 77.11 feet to a point on a line, it extended Northerly would intersect the North line of the South East quarter of the South East quarter of cald Section 27 at a point 357.83 feet Mesterly of the intersection of said North line with the center line of Bertlett Road: thence Southerly along said described line, a distance of 271,16 feet to the center line of U. S. Route 20; thence South Easterly along said center line of U. S. Route 20, a distance of 7.78 feet; thence North Easterly, parallel with the center line of Bartlett Road, a distance of 180.82 feet to the place of beginning, being situated in the Village of Bartlett, in Cook County, Illinois.

PARCEL I. That partied the douch half of the seath Sout quarter of Section 27: township at Array Range of Sout of the Third Principal Mouldian, descriped on tolions; Commencing at the North West corner of the counts restern such devel doubt him a restrict sum alread Connectly along one karen dans or the Robert Book guards cost to and bound to be able to be the property of the best from the court glamages and there are and the well accurated and tor the place of begining, thence cortinging Secretly sind the Forth line of the South Seat quarter at all soft to wall drawed the ghole bus represent their settles south Saak quarter of eath South Since quarter, a the root self a grois glaustage accounty stone of the other there as are as the transmin equipment along a control of the right force in the prelongation of the dark described course a division of the fine described course a division of 389 10 feet to the describe $11.6 \, \rm ns$ nail angung uda haluk alang benghan alang bangai igu asabab of the J. Route 29 a distançe of 220,94 fant to the ownter line of inke Church he fortherly about the charte ne to the the the forth Heavenly along the contest that of the street as converty located a distance of trailed for the Locate place of engineling being ditacted in the Villege of Bartlett. Returns Township, in Cook Townsky Clause.

Frankley States of the Sales half of the South Record quarter of the Chird Places of the South half of the South Places of the South half of the South Places of the South Half of the Bouth Places of the South Half of the Bouth South Places of the the Continuing the the Continuing The the South of the South South Chird Day of the the Continuing of the South of the Bouth of the South of the Continuing Theory of the South of the Content the Content of the South South of the South County, thence of the Cherty, thence of the Chirt of the South County, this can be controlled the South of the South

12 Clort's Office faren 3. That you not the South gast quarter of the South Bonk quarket of hockion of, Tombelip 41 Hords Range B cont at the Third Principal Makidian defection an Sullower Commonating at the incorporation of the Sauter line of W. M. Route 20 with the venter line of Sauterlet Road, thends thenth Engisty glong wait conten line of Barrier, Bead a disciple of the Barrier than Burch Scatarly (paralle) with the center line of R. o course got heating along a line that forms on angle of To degrees 40 minuses to the lest with the prelemment of the intelligental of the intelligent lest course. A discourse of 290.49 feet for the place of boylantage coace ecottautag worth Westerly along said last deposited course, a distance or II. th theet to a puthe on a Cine, it entended Nartherly would intribute the Borth line of the Scoth Uner guarter of the Scott Cast Granton of the Scotton 27 at a paint 957.62 real, thaterly of the intunescence of eald worsh line with the center line of barelett Bond, thence Southerly along said Seachibed Mass, a clotanes of 272,08 least to the genter time of v. E. Panis were blemes South Restorty along said center thee of D. S. Route 197, a discense of 7.10 feet, though there is another parkilly with the contex the of Barrier Boad, a discense of 250,82 feet to the place, of beginning, heing situates in the Village of Bartlett, in Cook County, Illinoise.

PARCEL 4: A non-exclusive easement for ingress and egress to and from Parcels 1, 2 and 3 across the Southerly thirty feet (30') of that part of the South East quarter of the South East quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the center line of Bartlett Road with the North line of the South East quarter of the South East quarter of said Section 27; thence South Westerly along said center line of Bartlett Road, being a curve to the left, a distance of 129.65 feet; thence continuing South Westerly along said center line of Bartlett hoad, tangent to the last described curve, a distance =2-157.41 feet to a point that is 250.82 feet North Easterly of (measured along said center line) the intersection of the center line of Bartlett Road with the center line of U. S. Route 20; thence North Westerly parallel with the center line of U. S. Route 20, being along a line that forms an angle of 100 degrees 20 minutes to the right with the prolongation of the last described source, a distance of 307.50 feet; thence Mortherly along a line that forms an angle of 65 degrees 14 minutes to the right with the prolongation of the last described course, a distance of 155.91 feet to a point on the North line of the South East quarter of the South East quarter of said Section 27, that is 357.83 feet West of (measured along said North line) the place of beginning; thence Easterly along said North line, a distance of 357.23 feet to the place of beginning, being situated in the village of Bartlett, in Cook County, Illinois.

PID # 06-27-403-009

Street Address 600 w. Lave Street, Barflott, IL

PARCEC 4: A non-exclusive easement for ingress and ogrees to and from Parcels 1, 2 and 3 across the Southerly thirty fact (30') of that part of the South East quarter of the South East quarter of Saution 27, Township it North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the center line of Bartlett Road with the North Time of the South Reet quarter of the South Wast quarter of said Section 27; thence south Westerly along said conver line of Bartlett Mond, being a curve. to the left, a dictance of 129,65 feet; thence continwing South westerly along said center line of Bortlett Bond, tangent to the last described curve, a distance of 15% ar feet to a point that la 250.82 feet Werth Enciently of (measured along said contax live; the interespondent the contention of Sartlet, most with the center like of 3. 5. Route 20; there about Wastarly parkilled with the centerpline of U. S. Houte 20. being along a line that forms an argle of 100 degrees 20 minutes to the right with the prolongation of the last described course, a distance of 307.50 feet; thence Fretherly elong a line that forme an angle of 65 degrees is minutes to the right with the prolongation teel lest described courts, a distribution 155.91 feet to a point on the North line of the South Each quarter of the South Hawt quarter of Gald Section 27, that is 337.82 feet Hest of (resurred along said North line) the place of beginning; thence Kasterly along said North line, a distance of 357.83 feet to the blace of beginning, being situated in the Village of Bartlett, in Cook County, Illinois.

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