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Property Address: 343 W. Erie, Chicago Illinois

Permanent Real Estate Tax Index Number: 17-09-221-006-0000; 17-09-221-005-0000

PREPARED BY: Freeman & Cohen 2 North LaSalle Street Suite 1400 Chicago, Illinois 60602 RETURN TO:
Freeman & Cohen
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602 ROY

BOX 333-HV

GIL 87-24 11/11/87 11/12/87(a) 11/12/87(b)

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ASSIGNMENT OF RENTS AND LEASES

Cosmopolitan National Bank and American Cosmopolitan National Bank and Control of the July 7, 1983, and known as Trust No. 26522 (hereinafter called "Borrower") whose address is 801 N. Clark Street, Chicago, Illinois 60610, and Marshall Okmin and Manny Okmin (collectively referred to herein as "Beneficiary") whose address is c/o Bonded Asphalt, 1623 North Sheffield Avenue, Chicago, Illinois 60611, and Enterprise Savings Bank, F.A., a federally chartered savings association (hereinafter called "Assignee"), whose address is 200 S. Wacker Drive, Chicago, Illinois 60606-5884. Borrower and Beneficiary are hereafter collectively called the "Assignor".

Beneficiary owns one hundred percent (100%) of the beneficial interest in said Trust Agreement, but has no legal or equitable interest in the Iremises hereinafter described.

WITNESSETH:

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower and Beneficiary in, to and under the leases of the real estate described in Exhibit "A" attached hereto and made a part hereof ("Premises") whether now in

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existence or hereafter entered into including the leases described in the Schedule of Leases attached hereto and made a part hereof and all guarantys, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Premises.

This Assignment is made for the purpose of securing:

- A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note ("Note") of Borrower of even date herewith in the principal sum of four million dollars (\$4,000,000.00) and secured by a certain Mortgage ("Mortgage") dated of even date herewith encumbering the Premises; and
- B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and
- c. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

Assignor covenants and agrees with Assignee as follows:

- 1. That the sole ownership of the entire lessor's interest in the leases is, or, as to future Leases, shall be vested in Borrower or Beneficiary, or both of them, and that Borrower and Beneficiary have not, and each shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
 - 2. That the Leases are and shall be valid and enforceable in accordance

with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any rents thereunder been collected more than one month in advance nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

- 3. That none of the Leases shall be altered, modified, amended, terminated, cancelled, extended, renewed or surrendered nor will rental be collected more than one month in advance nor will any term or condition thereof be waived nor shall Assignor consent to any assignment or subletting by any lessee thereunder without the prior written approval of the Assignee.
- 4. That there are no defaults now existing under any of the Leases and there exists no state of facts which with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.
- 5. That Assignor shall give prompt notice to Assignee of any notice received by Borrower and/or Beneficiary claiming that a default has occurred under any of the Leases on the part of the Borrower or Beneficiary, together with a complete copy of any such notice.
- 6. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lesses under any of the Leases.
- 7. That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.
- 8. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

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- 9. That Assignor shall use the office lease form previously approved by Assignee without material deviation therefrom to lease the rentable area of the Premises.
- 10. That Assignor shall not, without the prior written consent of Assignee, enter into a lease of the Premises or any portion thereof where (i) the terms of such lease materially deviate from the office lease form previously approved by Assignee, or (ii) the net rentable square feet of such lease exceeds 5,000 square feet, or (iii) the term of such lease exceeds five (5) years.

The parties further agree as follows:

This Assignment is absolute and is effective immediately.

Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default has occurred under the terms and conditions of the Note, Mortgage or any other instrument conscituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits account from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Noce, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Borrower and Beneficiary hereby irrevocably appoint Assignee their true and lawful attorney with full power of substitution and with full power for

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Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower and/or Beneficiary or otherwise, which Assignee may ceem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Borrower and/or Beneficiary pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower and/or Beneficiary in respect of all payments so made.

From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without form and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and

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operating the Premises and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the Niabilities in connection with or arising or growing out of the covenants and acreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, 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 lessee, licenses, employee or stranger.

Waiver of or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

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The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Mortgage or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All Notices required or permitted under this instrument shall be in writing and shall be either by: (1) hand delivery to the addresses for notices; (ii) delivery by overnight courier service to the addresses for notices; (iii) by certified mail, return receipt requested, addressed to the addresses for notice by United States Mail, postage prepaid. All notices shall be deemed received upon the earlier to occur of: (i) the hand delivery of such notice to the addresses for notice; (ii) one day after the deposit of such notice with an overnight courier service addressed to the addresses for notice or (iii) three days after depositing the notice in the United States Mail as set forth in (iii) above. All notices shall be addressed to the following addresses:

Assignor:

Cosmopolitan National Bank and Trust (Company) not personally, but as Trustee under Trust Agreement dated July 7, 1983 and known as Trust Number 26522

801 N. Clark Street Chicago Illinois 60610

Attn: Land Trust Department

With a copy to:

Marshall Okmin c/o Bonded Asphalt 1623 N. Sheffield Avenue 87633683

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Chicago Illinois 60611

Assignee:

Enterprise Savings Bank, F.A.

200 S. Wacker Drive

Chicago Illinois 60606-5884

With a copy to:

Freeman & Cohen

2 North LaSalle Street

Suite 1400

Chicago, Illinois 60602

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

The term "Assignee", "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gerder and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural

This Assignment may not be amended, mailified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

THIS ASSIGNMENT is executed by Borrower, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Borrower or Beneficiary personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

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IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed and sealed as of the date first above written.

> Cosmopolitan National Bank and Trust (Kruptry) not personally, but as Trustee as aforesaid.

By: Its: Vice President

ATTEST Opening Clark's Officer im wick Ву:

Exemention provision restricting any liability of The Commopolitan National Bank of Chicago. Stamped on the carena side harmof, is hereby stamped on the carena side harmof.

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Executed and delivered by The Cosmopolitan National Bank of Chicago, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly underpurpose of binding the herein described property, and it is expressly understood and agreed by the parties herein, anything herein to the contrary notwithstanding, that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee safety in the exercise of the powers or after red upon it as such directly and no personal liability or personal respons with leasured by, or shall at any time be asserted or enforced against said felsive on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal flability, if any, being rereby expressly waived and released by all other parties here. The by the country Clark's Office to, and those claiming by, through, or under them.

EXPIBIT A

LEGAL DESCRIPTION

PARCEL 1:
LOT 1 AND THE EAST 1/2 OF THE LOT 2 IN CHICAGO TITLE AND TRUST COMPANY
TRUSTEES SUBDIVISION OF A PORTION OF BLOCK 11 IN BUTLER, WRIGHT AND
WEBSTERS ADDITION TO CHICAGO AND A PORTION OF ASSESSORS DIVISION OF
THAT PART SOUTH OF ERIE STREET AND EAST OF THE CHICAGO RIVER OF THE
EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE
14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

AN EASLMENT AND PERMANENT RIGHT TO FREELY LAY, MAINTAIN AND OPERATE UPON ALL CF LOT 4, THE SOUTH 16.4 FEET OF LOT 3 AND THE SOUTH 16.4 FEET OF THE WEST 1/2 OF LOT 2 IN SAID CHICAGO TITLE AND TRUST COMPANY TRUSTEES SUBDIVISION, ONE SINGLE RAILROAD AND SWITCH TRACK FOR PASSAGE (BUT IN NO CASE THE STANDING OR STORAGE) OF ENGINES OR CARS BY THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY, ITS SUCCESSORS AND ASSIGNS BETWEEN LOT 1 IN SAID SUBDIVISION AND THE RAILROAD COMPANY RIGHT OF WAY, SOUTH OF AND ADJOINING THE WEST 91 FEET OF LOT 4 TO BE USED IN COMMON WITH ABUCTING OWNERS, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

A PERMANENT EASEMENT IN AND UPON THE WEST 1/2 OF LOT 2 IN SAID CHICAGO TITLE AND TRUST COMPANY TRUSTEES SUBDIVISION FOR USE AS A PRIVATE ALLEY AND FOR INGRESS AND THE PASSAGE OF LIGHT AND AIR;

BOTH CREATED BY THE DEED FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE TO ROTERT M. FAIR, DATED MARCH 24, 1911 AND RECORDED MARCH 27, 1911, IN BOOK 11360 OF RECORDS, PAGE 311, AS DOCUMENT 4729608, ALL IN COOK COUNTY, ILLINOIS

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SCHEDULE OF LEASES

Tenant:

Date of Lease:

Creative Enfat AINMENT

August 24, 1987

Group, Ltd.

Bindet appration July 27, 1987

Lifespung, In May 1,1987

Regency Thermographer August 7, 1986 Architectura Hugust 1, 1987

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PLEASURE OF

STATE OF ILLINOIS

8733333

SS. COUNTY OF COOK " Sandra Steffens I. _, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROSE M. TRULIS, VICE . President CERTIFY THAT THE COSMOPOLITAN NATIONAL BANK OF CHICAGO , Assistant Trust Officer/ and GERALDINE M. WILK, ASSISTANT Trust Officer, ASSISTANT TRUST Officer, ASSISTANT CONTRACTOR SAID Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and Assistant Trust Officer/Assistant=Cashiet/ Assistant=Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth; the said Assistant Trust Officer/Assistant Cashier/Assistant Secretary-then and there acknowledged that " sh<u>e</u> Custodian of the seal of said Bank, did affix the seal to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this 19th day of , A.D. 19 87 . My Commission expires: OFFICIAL SEAL Sandra Steffena

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ILLINOIS STATE OF SS. COUNTY OF COOK , a Notary Public the undersigned in and for and residing in said County, in the State aforesaid MANNY OKMIN DO HEREBY CERTIFY THAT who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this 18th day of 19 87 November -Ount Clert's Office 11-20-88 My Commission expires:

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