

ASSIGNMENT OF LEASES AND RENTS

For the purpose of further securing the Note dated December 23, 1986 made by Washington Bank and Trust Company Trust Number 86-007 payable to Washington Bank and Trust Company of Naperville in the principal amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) secured by a Mortgage on property described on Exhibit "A" attached hereto bearing even date with said Note, whereby Washington Bank and Trust Company Trust Number 86-007 conveyed to the Washington Bank and Trust Company of Naperville, an Illinois banking corporation, the real estate described in Exhibit A hereto as well as securing the performance of Borrower's covenants under a Security Agreement and Guaranty of even date with the Note and in the consideration of the making by Washington Bank and Trust Company of Naperville (hereinafter called the "Bank") of the loan evidenced by said Note, the undersigned does hereby assign, transfer and set over unto the Bank all the right, title and interest of the undersigned in, to and under all leases of any and every kind, whether written or verbal, now or hereafter existing with respect to said real estate or any part thereof, together with all rents accrued and to accrue and all other rents at any time arising out of said real estate; hereby reserving to the undersigned the privilege of collecting said rents as they become due for so long as there shall be no default under said Note or said Trust Deed or this Assignment. This Assignment shall remain in full force and effect until all indebtedness secured by said Trust Deed has been paid in full.

The undersigned does further hereby covenant and agree with the Bank that until said indebtedness has been paid in full the undersigned, upon the Bank's request, will furnish it true copies of all leases and will make, sign and deliver to the Bank such other and additional instruments as may be necessary, desirable or convenient to enable the Bank to have, hold and enjoy its rights as assignee of any and all leases at any time made and entered into with respect to said real estate or any part thereof and as assignee of all the rents at any time arising out of said real estate.

Until the Bank shall notify the lessee or lessees under any lease or leases of said real estate that there has been a default under said Note or said Mortgage or this Assignment, such lessee or lessees shall be entitled to pay such rents as they become due to the undersigned.

In the event of any default under said Note or Mortgage or _____ or this Assignment, the Bank shall have the right (but not the

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duty) to take whatever steps it may deem necessary, desirable or convenient to enforce or realize upon this Assignment and upon any additional instruments that may be given pursuant hereto. The Bank may in its discretion, in the names of the undersigned or otherwise, enforce performance of the covenants of the lessee or lessees under any lease, or leases, and the obligations of the tenant or tenants of said real estate, including covenants and obligations for payment of rent, but the Bank shall not be responsible for the performance of any of the covenants of the lessor or lessors of the lessee or lessees in said lease or collection of such rents, and shall be accountable only for the rents actually received by it. The Bank may in its sole discretion apply any part or all of the rents collected by it on account of the interest or principal or both, of said Note or on account of any expenses relating to said real estate which the holder of said Note is authorized or privileged to pay by the provisions of said Assignment of Beneficial Interest.

If the Bank shall negotiate or transfer said Note, it may assign all its rights, title and interest hereunder to the holder or transferee of said Note which thereupon shall have and may exercise all the rights, powers, privileges, immunities and discretions given hereunder to the Bank. This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned

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If this instrument is signed by more than one person, all signers shall be jointly and severally liable hereunder and the terms "the undersigned" shall be taken to refer to each and all of the signers. Dated this 23rd day of December, 1986.

Aura E. Nestor

STATE OF ILLINOIS)

COUNTY OF COOK)

1. Leland H. Kayon, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Aura E. Nestor, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 23rd day of December, 1986.

Leland H. Kayon
Notary Public

My Commission expires March 30, 1989.

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This Agreement is executed by the undersigned, Washington Bank and Trust Company of Naperville, not individually but soley as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the contrary, that each and all of the undertakings and agreements herein made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee soley in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained either expressed or implied, or for the validity or condition of the title to said property or for any agreement with respect thereto. All representations of Title Holder, including those as to title, are those Title Holder's beneficiary(ies) only. Any and all personal liability of the Washington Bank and Trust Company of Naperville, is hereby expressly waived by the parties hereto and their respective successors and assigns.

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WASHINGTON BANK AND TRUST COMPANY
OF NAPERVILLE,
not personally but as Trustee
under Land Trust No. 86-007
dated: December 20, 1986
By: Michael R. Jensen

Attest:
[Signature]

Date: 12-20-86

PURCHASERS:
Anna E. Nelson

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EXHIBIT A

ATTACHED TO AND MADE A PART OF A SECURITY AGREEMENT BY AND BETWEEN Washington Bank and Trust Company as Trust Number 86-007

AND WASHINGTON BANK AND TRUST COMPANY OF NAPERVILLE

LEGAL DESCRIPTION OF PROPERTY:

Parcel 68 in Cicero Avenue Acres a Subdivision of part of the South East Quarter of Section 21, Township 37 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded March 26, 1928 as Document Number 9967574, in Cook County, Illinois.

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H. A. O.

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