Note: Cross out [illegible] material if Assignor not a corporation

87035478

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made the 19th day of January A.D. 19 87

between Telemed Corporation

of 2345 Pembroke Avenue, Hoffman Estates, Illinois 60195
(Address)

12 00

(a corporation organized and existing under and by virtue of the laws of the State of Illinois (hereinafter called Assignor), and EXCHANGE NATIONAL BANK OF CHICAGO, a corporation duly organized and existing as a national banking association under the laws of the United States of America hereinafter called Assignee).

WITNESSETH

THAT WHEREAS, the Assignor is justly indebted to Assignee for money borrowed in the aggregate principal sum of

Nine Hundred Thousand Dollars ($900,000.00) DOLLARS,

as evidenced by a certain Note or Notes of even date herewith (herein called the "Note") which Note is secured by a certain Mortgage ~~Trust Deed~~ given by Assignor to Assignee ~~Mortgage~~ as Trustee under even date herewith (which ~~Trust Deed~~ is herein called "the Trust Deed" and the terms of which Note and which Trust Deed are hereby incorporated herein by reference) upon certain property (herein called "said Property") situated in the City of Hoffman Estates in the County of Cook and State of Illinois, to wit:

See legal description rider attached to and by this reference made a part hereof.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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NOW, THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and effect of said Note, (b) all other amounts becoming due from Assignor to Assignee under the Trust Deed in the Trust Deed said sums and other amounts being herein collectively called the "Indebtedness") and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in any of this Assignment of Rents and Leases, ~~in the Mortgage~~, or in any Construction Loan Commitment or other instrument given in connection with the borrowing of the indebtedness and referred to in said Note on the Trust Deed, and also in consideration of the sum of One Dollar ($1.00) in hand paid, the receipt whereof is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN To Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Trust Deed, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Assignor under the said Note or Notes or under the Trust Deed above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of the Trust Deed, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said Property, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the holder or holders of the Note or the Trustee of the Trust Deed, enter upon, take and maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents and at the expense of said Property from time to time either by purchase, repair, or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Trust Deed, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all moneys arising as aforesaid:

(1) To the payment of the interest from time to time accrued and unpaid on the said Note;
(2) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid;
(3) To the payment of any and all other charges secured by or created under the said Trust Deed; and
(4) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in 1), 2), 3), and 4) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provision hereof, so long as there shall exist no default by Assignor in the payment of the Indebtedness or in the performance of any obligation, covenant or agreement herein or in said Trust Deed or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from said Property and to retain, use and enjoy the same.

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Without limiting the generality of the foregoing, this Assignment covers specifically the following described lease or leases demising all or portions of the Property for the terms shown:

*For any reason other than a default by tenant

Concerning each lease hereinabove described, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

(1)* Cancel or terminate such lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof; or accept a surrender of such lease;

(2) Reduce the rent provided for in such lease; or modify such lease in any way, either orally or in writing; or grant any concession in connection with such lease, either orally or in writing;

(3) Consent to any assignment of the interest of the tenant in the lease, or to any sub-letting thereof;

(4) Accept any rent payable under the lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Assignee, shall be null and void.

Any default on the part of Assignor hereunder shall constitute a default of Assignor under the Trust Deed.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or time that shall be deemed fit.

In accepting this assignment the Assignee herein does not assume nor shall it be under any obligation whatever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the said Property.

If Assignor shall pay all the indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this assignment shall be null and void and Assignor will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

Assignor hereby releases and waives all rights, if any, of Assignor under or by virtue of the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the Assignor has caused its [corporate] seal to be hereunto affixed and these presents to be signed [by its _____ President and attested by its _____ Secretary] on the day and year first above written [pursuant to resolutions duly passed by its Board of Directors and its shareholders].

Assignor:

[By] Telemed Corporation

[Frank LaValle President]

[ATTEST:

_____]

_____ Secretary

Prepared by: Claire E. Pensyl, Esq. 208 S. LaSalle, Ste 550, Chicago, Il 60604

STATE OF ILLINOIS }
COUNTY OF } SS:

I, Shelda Gollert, a notary public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Frank LaValle and Douglas Doyle personally known to me

[to be the _____ President of Telemed Corporation,

an Illinois Corporation, and Douglas Doyle

personally known to me to be the _____ Secretary of said corporation, and personally known to me

to be the same persons whose names are subscribed to the foregoing instrument as such _____ President

and _____ Secretary respectively] appeared before me this day in person and [severally] acknowledged that they signed and delivered the said Instrument [and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors and shareholders of said corporation] as their free and voluntary act, [and as the free and voluntary act and deed of said Corporation,] for the uses and purposes therein set forth.

GIVEN under my hand and seal this 19 day of January A.D. 1987

Shelda Gollert
Notary Public

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Legal Description

Lot 1 in Barrington Square Industrial Center Unit No. 1, a Subdivision of part of fractional Section 6, Township 41 North, Range 10, East of the Third Principal Meridian according to the plat thereof recorded November 20, 1970 as Document No. 21323708, in Cook County, Illinois.

P.I.N. 07-06-201-001-0000

Commonly known as: 2345 Pembroke Avenue,
Hoffman Estates, Illinois 60195

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mail to:

Adams, Fox, et al
208 S. LaSalle
Ste 550
Chicago, Ill. 60604
attn: Kathy

BOX 333-HV