93-06F.

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made as of the 23rd day of ..., 1987, between Harris Trust and Savings Bank, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated June 6, 1985 and known as Trust Number 43230 ("Trust") and Bryson Properties XI, an Illinois Limited Partnership, the owner of one hundred percent (100%) of the beneficial interest thereof ("Beneficiary") (Trust and Beneficiary are together "Assignor") and EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (herein referred to as "Assignee").

WITNESSETH

THAT WHIREAS, Trust is justly indebted to Assignee for money borrowed in the aggregate principal sum of Two Million and 00/100 DOLLARS (\$2,000,000.00) as evidenced by a certain Note of even date herewith executed by Trust (herein called the "Note") which Note is secured by a certain Mortgage given by Trust to Assignee under even date herewith (which Mortgage is herein called the "Mortgage") and by the terms of which certain property (herein called "said Property") in the County of Cook and State of Illinois is encumbered, to wit:

LOTS 1, 2, 3, 4 AND 5 IN (ULLO INTERNATIONAL'S RESUBDIVISION OF LOT 3 IN GULLO INTERNATIONAL'S OFFICE AND INDUSTRIAL CENTER BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOW THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tence and effect of said Note, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (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 other instrument given in connection with the borrowing of the indebtedness and referred to in said Note or the Mortgage, 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 Mortgage, 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.

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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 Trust under the said Note or under the Mortgage 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 Mortgage, 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 bloken, 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 of the Mortgage, 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, minage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said Property from time to time either by purchase, rapair, or construction make all necessary or proper repairs, remewals, replacements, 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 Mortgage, and may 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 herary 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 thereof and of all maintenance, repairs, renewals, business 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

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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 Mortgage;
- (4) Trothe payment of any sums due and owing pursuant to the terms and provisions of Palm Beach Note and Palm Beach Fortgage (as such terms are defined in Mortgage) of which Assignee has received written notice; and
- (5) 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 orcvisions hereof, so long as there shall exist no default by Beneficiaries in the payment of the Indebtedness or in the performance of any obligation, covenant or agreement herein or in said Moregage 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.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leased demising all or portions of the following Property for the terms shown on the Scheduling Leases attached hereto and made a part hereof as Exhibit "A".

Concerning each lease described on Exhibit A, Assignor hereby covenants and agrees to and with the Assignee that except in the normal course of enforcement of Lease obligations 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;

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- (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 subletting 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 also constitute a default of Assignor under the Mortgage.

This Assignment shall be construed as a covenant running with the Mortgage and, 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 of 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 Trust 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 Assignee will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

This Assignment is executed by Harris Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise

- 14 Reduce the cont occorded for the lasse; or modit; sheh lesse interpret way, orther orally or in writing; or quark any concession in consection with such lease, without orally or in writing;
- Consent to any ass journe of the interest of the tenant in the lease, or to any sublitting thereoff
- (4) Accept any rant and ander the lease in advance of the time time that same is payable under the terms thereoff and any of the acove acts, if done without the written concert if the Arsignes, shall be not and void.

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as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth. position and activonised and delivered the said instrument as their own free and voluntary a forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, as a custodian of the corporate seal of said Bank, and affix the corporate seal of said Bank to said instrument as his own lies and voluntary act and the said affix the corporate seal of said bank to said instrument as his own lies and voluntary act and at said Benk, who are personally known to me to be the same persons whose names are subscribed to the for soing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day coing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day. Jeisel Inelales ..

My Commission Expites 8/11/90 sionill to oicis collani gratuf. Patricia R. Vanderlinden "OFFICIAL STAL"

KENNELH E DIEKUL
Aice biesident of the Hetris Trust and Savings Benk and

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a Motary Public, in and for said County, in the State aforesaid, Do Hereby Cortify, that

COUNTY OF COOK STATE OF ILLINOIS)

Patriola R. Vanderlinden

Vice-President-Trust 183I

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Trustee as aforesaid and not personally HARRIS TRUST AND SAVINGS BANK AS

Officer the day and year first hove written. seal to be hereunto affixed and attested by its Assistant Exust be algned by its Vice-Pratident-Trust-Officer, and table Apple pe sonally but as Trustee se aforesaid, has caused these presents to IN MITUESS WHEREOF, Harris Trust and Savings Bank, not per-

personal liability of the guarantor, if any. perein and in paid Note provided or by action to enforce the ph the enforcement of the lien hereby created, in the manner sorety to the premises hereby conveyed for the payment thereof. or owners of the indebtedness accruing hereunder shall look concerned, the legal holder or holders of said Note and the owner successors and said Harris Trust and Savings Bank personally are security hereunder, and that so far as the Assignee and its sug ph enerh berson now or hereafter claiming any right or perform any covenant either express or implied herein conteined, all such liability, if any, being expressly waived by Mortgagee way accrue thereon, or any indebtedness accruing hereunder, or to Savings Bank personally to pay the said Note or any interest that ing any liability on said Assignor or on said Harris Trust and ing herein or in said note contained shall be construed as creatinstrument), and it is expressly understood and agreed that nothrants that it possesses full power and authority to execute this such Trustee (and said Harris Trust and Savings Bank hereby warof the power and authority conferred upon and vested in it as

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of the power and authority conferred upon and vested in it as such Trustee (and said Harris Trust and Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said Assignor or on said Harris Trust and Savings Bank personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Assignee and its successors and said Harris Trust and Savings Bank personally are concerned, the legal holder or holders of said Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

IN Windonally but as and seal to be hereunto affixed officer the day and year first what the seal to be hereunto affixed.

HARRIS TRUST AND SAVINGS BANK As trustee as aforesaid and not personally officer to the seal to be hereunto affixed.

Officer the day and year first what the seal to be hereunto affixed to be hereun IN WITNESS WHEREOF, Morris Trust and Savings Bank, not personally but as Trustee as aloresaid, has caused these presents to be signed by its Vice-President-Trust Officer, and with perpension seal to be hereunto affixed and attested by its Assistant Asust

Вуг	W.
Its: Vice-President-Trus	et Officer
Ausilization	

STATE OF ILLINOIS SS COUNTY OF COOK

Patricia R. Vanderlinden

, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY Vice-President-Trust Officer of Harris Trust and Savings Bank and Assistant-Trust Officer of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-

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WATE OF ILLINOIS	\$\$.	

a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that

VICE President of the Harris Trust and Savings Bank and KENNETH E. PIEKUT

Patricia R. Vanderlinden

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Paricia R. Vanderlinden
Idi ry Public, State of Illinois
Micominission Expires 8/11/90

of said Baoil, who are personally known to be the same persons whose names are subscribed to the folding instruction as such Vice-President, and Assistant Secretary, respectively, appeared before me this day person and acknowledged that they signed and dilivered the said instrument as their own free and voluntary actions as the free and voluntary act of said Bank, to Trustee as aforesaid, for the uses and purposes therein sectorin; and the said Assistant Secretary then and the re-acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Cank to said instrument as his 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 State of Panuary A.D. 1987

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before me this day in person as and delivered the said instrument act and as the free and voluntary aforesaid, for the uses and pursuid Assistant-Trust Officer the said Assistant-Trust Officer, as of said Bank, did affix the seal as said Assistant-Trust Officer'	s own frae and voluntary act and said Bank, as Trustee as afore-
GIVEN under my hand and of 1986.	Notarial Seal this day
J. O.c.	
Notary Public	
My Commission Expires:	olicago A
	Ung.
Record and Return to:	C
Exchange National Bank of Ch 120 South LaSalle Street Chicago, Illinois 60603 Attn: Ms. Lavina Gross	BOX 037—HV
Address of Property	Permanent Tax Index Nos.

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(A) KEEP 'EM RUNNIN, INC., A CORPORATION OF ILLINOIS, FOR A TERM BEGINNING MAY 1, 1984 AND ENDING APRIL 30, 1989.

NOTE: SAID LEASE GRANTS UNTO LESSEE A FIRST RIGHT OF REFUSAL TO PURCHASE THE LAND COMMONLY KNOWN AS 201-205 STANLEY STREET, ELK GROVE VILLAGE, 1LLINOIS

- (B) TRUE GREEN CORPORATION FOR A TERM BEGINNING FEBRUARY 1, 1985 AND ENDING NOVEMBER 30, 1985
- (C) EAGLE SATELLITE SYSTEMS, INC., FOR A TERM BEGINNING MAY 1, 985 AND ENDING APRIL 30, 1988.
- NOTE: SAID LEASE CONTAINS GRANTS UNTO LESSEE THE OPTION TO LEASE "CHI. SPACE IMMEDIATELY ADJACENT TO THE PREMISES" BY SEPTEMBER 30, 1984.
- (D) LUNDMARK-ELLISON MACHINERY COMPANY FOR A TERM BEGINNING MAY 1, 1984 AND ENDING OCTOBER 31, 1985.

 NOTE: SAID LEAST CRANTS UNTO LESSEE AN OPTION TO RENEW FOR A TWO YEAR PERIOD.
- (E) WEB FINISHERS BINDERY, INC., A CORPORATION OF ILLINOIS, FOR A TERM BEGINNING OCTOBER 1 1982 AND ENDING MARCH 31, 1986.

 NOTE: SAID LEASE GRANTS UP TO LESSEE THE OPTION TO PURCHASE LOTS 1 AND 2 OF THE LAND.
- (F) NOBLE U. S. A., INC., A CORPORATION OF DELAWARE, FOR A TERM BEGINNING FEBRUARY 1, 1982 AND ENDING MARCH 31, 1986.

 NOTE: SAID LEASE GRANTS UNTO LESSEE THE RIGHT TO RENEW FOR AN ADDITIONAL TWELVE MONTH PERIOD.

 NOTE: SAID LEASE GRANTS UNTO LESSEE THE O'TION TO LEASE ADDITIONAL SPACE.
- (G) INTEC EQUIPMENT, INC., FOR A TERM BEGINNING JONE 1, 1983 AND ENDING MAY 31, 1988.
- (H) CLARION CORPORATION OF AMERICA, A CORPORATION OF CALLICENIA FOR A TERM BEGINNING SEPTEMBER 15, 1983 AND ENDING SEPTEMBER 30, 1986.
- (1) GULLO INTERNATIONAL DEVELOPMENT CORPORATION, AS SUBLESSEE OF THE CLARION CORPORATION OF AMERICA, FOR A TERM BEGINNING SEPTEMBER 15, 1983 AND ENDING SEPTEMBER 30, 1986.



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