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COLLATERAL ASSIGNMENT OF LEASE

This Collateral Assignment of Lease ("Assignment") is the instrument whereby Robert Fletcher and Robert Harmeyer, Partners, d/b/a Fletcher Harmeyer Enterprises ("Lessor") assigns to Interstate Bank of Oak Forest ("Bank") for collateral purposes all of Lessor's interest in that certain Lease ("Lease") between the Lessor and The Goodyear Tire & Rubber Company, an Ohio corporation ("Lessee") dated September 25, 1985 with respect to certain leased premises located in the Village of Midlothian, County of Cook, State of Illinois.

RECITALS

A. Lessor has applied for certain extensions of credit from or is otherwise indebted or shall become indebted to Bank. All of such present or future indebtedness including but not limited to principal, interest, penalties, advances and costs of collection, together with all other obligations of Lessor to Bank, whether or not consisting of payment of monies, shall be referred to herein as "Liabilities".

B. Bank requires as collateral for such Liabilities that Lessor collaterally assign to Bank all of Lessor's interest in the Lease.

PROVISIONS OF ASSIGNMENT

1. Leased Premises. The leased premises which are the subject of the Lease are described as follows:

Lot 3 in R.M. Fletcher's Resubdivision of the East 125.00 feet of the west 142.00 feet of Lot 28 in First Addition to Midlothian Gardens, being a subdivision of part of the Northwest ¼ of Section 10, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: Southeast corner of 145th Street and Cicero Avenue, Midlothian, Illinois

Permanent Tax Index Number (this and other property): 28-10-116-048-0000

2. Assignment of Lease. Lessor hereby grants to Bank a security interest in, and hereby assigns and transfers to Bank as secured party, all of Lessor's right, title and interest in the Lease.

3. Assignment of Right to Receive Payments. Lessor hereby assigns to Bank Lessor's right to receive payments pursuant to the Lease; provided however, that Bank shall not be entitled to receive payments from Lessee unless Lessor shall default in any of the Liabilities. Upon such default and after ten days' notice to Lessor, Bank shall have the right to direct Lessee by written notice to make all future payments directly to Bank. Lessor agrees that payment by ~~Lessor~~ Lessee directly to Bank will satisfy the Lessee's obligations under the Lease to the same extent as though such payments were made directly to Lessor.

4. Warranties of Lessor. Lessor warrants and represents that:

a. Lessor has the full legal capacity, power and authority to execute and perform this Assignment. Such actions do not and will not contradict or conflict with any

provisions of law or any agreement or instrument affecting Lessor or Lessor's property.

b. This is a first Assignment: no other assignments of the Lease have been made or are effective. There are no liens or other encumbrances against Lessor's interest in the Lease other than this Assignment.

c. The Lease is valid, legally enforceably according to its terms, contains the complete agreement of Lessor and Lessee and there are no defenses to or set-offs against the Lessee's obligations thereunder (either actual or claimed).

d. There is no litigation pending or threatened with respect to the leased premises or the Lease.

e. Both Lessor and Lessee have complied with all requirements of the Lease, all rent (and other monetary obligations of Lessee, if any) have been paid to date and there are no amendments of the Lease (except an amendment to correct the legal description).

5. Assignment Irrevocable. This Assignment shall remain in full force and effect until released by Bank in writing.

6. No Obligations on Part of Bank. The Bank shall have no obligation or duty to perform or enforce any provision of the Lease notwithstanding any default on the part of Lessor as to any of the Liabilities or with respect to this Assignment.

7. Notices. Lessor shall promptly send to Bank by certified mail copies of any notice received by or transmitted by Lessor with regard to the Lease.

8. Recordation. This instrument shall be recorded in the office of the Cook County Recorder of Deeds.

Signed and Effective January 5, 1987.

ROBERT FLETCHER and ROBERT HARMEYER, Partners, d/b/a FLETCHER HARMEYER ENTERPRISES

By: Robert M Fletcher
ROBERT FLETCHER

By: Robert Harmeyer
ROBERT HARMEYER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ROBERT FLETCHER and ROBERT HARMEYER 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, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal, this 4th day of February, 1987.

Commission expires July 10, 1988.

Margaret A. Kutka
Notary Public

87087474

Re: Lease dated September 25, 1985 between Robert Fletcher & Robert Harmeyer, Partners, dba Flecher Harmeyer Enterprises, Lessor, and The Goodyear Tire & Rubber Company, Lessee, as heretofore amended, on premises located and addressed as 145th and Cicero Avenue, Midlothian, Illinois

ACKNOWLEDGEMENT BY AND
ESTOPPEL CERTIFICATE OF LESSEE

1. Acknowledgement. Lessee hereby acknowledges receipt of a copy of the foregoing Collateral Assignment of Lease ~~and agrees that upon receipt of written notice from Bank that Lessee has defaulted in any of the liabilities of Lessor to Bank or in any of the terms of such Assignment Lessee shall make all future payments required by the Lease directly to Bank~~.

2. Estoppel Certificate. In consideration of Bank's extensions of credit to Lessor, Lessee hereby makes the following statements to Bank:

a. The Lease is valid, legally enforceable according to its terms, contains the complete agreement of Lessor and Lessee and there are no known defenses to or set-offs against the Lessee's obligations thereunder (either actual or claimed).

b. There is no known litigation pending with respect to the Lease.

c. Both Lessor and Lessee have complied with all requirements of the Lease, all rent (and other monetary obligations of Lessee, if any) have been paid to date and there are no amendments of the Lease (except an amendment to correct the legal description).

3. Notices. Lessee shall promptly send to Bank by certified mail copies of any notice received by or transmitted by Lessee with regard to the Lease.

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Signed and Effective February 3, 1987.

THE GOODYEAR TIRE & RUBBER COMPANY

By: _____
Title Director - Real Estate

Attest: _____
Assistant Secretary

STATE OF OHIO)
) SS.
COUNTY OF SUMMIT)

I, the undersigned a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that P J Smith personally known to me to be the Director - Real Estate of THE GOODYEAR TIRE & RUBBER COMPANY an Ohio corporation, and P A Kemph personally known to me to be the Assistant Secretary of said corporation, and 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 severally acknowledged that as such P J Smith and P A Kemph, they signed and delivered the said instrument as Director - Real Estate and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors 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 official seal, this 3rd day of February, 1987.

Commission expires _____, 19____.

PREPARED

_____
Notary Public Prepared

By & Mail To:
ELMORE & DeMICHAEL
15507 South Cicero Avenue
Suite 200
Oak Forest, Illinois 60452
(312) 687-9000
Law Firm: 91111

LINDA A. FLEMING, Notary Public
Residence Summit County
State Wide Jurisdiction, Ohio
My Commission Expires Nov 18 1991

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