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ASSIGNMENT OF LEASES

KNOWN ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee under Trust Agreement dated March 11, 1985 and known as Trust Number 43055 ("Assignor"), as additional security for the payment of that certain Adjustable Interest Rate Junior Mortgage Note (the "Note") of even date herewith in the sum of SIX HUNDRED FIFTY THOUSAND AND No/100 DOLLARS ($650,000.00) secured by a Mortgage (the "Mortgage") of the undersigned of even date therewith, conveying the real estate described in Exhibit "A" attached to and made a part hereof, does hereby sell, transfer, assign and set over unto ATLANTIC PIONEER FINANCIAL CORPORATION of Clearwater, Florida, its successors and assigns, (hereinafter called "Assignee") all the undersigned's right, title and interest as Lessor in, under or pursuant and to any and all present and future leases or subleases which may be entered into by Trust No. 43055 (hereinafter called the "Leases", which term shall include the amendments thereto, if any), demising all or any portion of the above described premises for periods commencing and ending as provided in said Leases, including, but not limited to, that certain Lease dated March 12, 1985 between Assignor and Tamarack Residence, Inc.

IT IS UNDERSTOOD AND AGREED that there shall be no cancellation, modification, assignment, renewal, extension or amendment of or to the said Leases without the written consent of Assignee which consent shall not be unreasonably withheld.

The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due

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or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the premises, but so long as no event of default shall exist under the Note or the Mortgage and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under any by virtue of any Lease as they respectively become due, but not more than 30 days in advance.

IT IS FURTHER UNDERSTOOD AND AGREED that there shall be no interference by Assignee with the management of the demised premises or the collection of rents therefrom by the undersigned unless and until there shall have been a default in making the payment provided for in said Note and/or in carrying out the terms and provisions of said Mortgage.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such

rents and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to the Assignee.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) to the payment of all charges and expenses including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) to the payment of any sum secured by a lien or encumbrance upon the premises;

(c) to the cost of completing any improvements being constructed on or about the premises; and

(d) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole

discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the premises.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

IT IS FURTHER UNDERSTOOD AND AGREED that the undersigned will forward to Assignee copies of all notices sent to or received from Lessees under the Leases.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

The terms "Lessors" and "Lessee" shall be deemed to mean "Landlord" and "Tenant", respectively, if they are so called in said Leases.

This Assignment shall be assignable by the Assignee and all of the terms and provisions hereof shall be binding upon and

inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby.

THIS ASSIGNMENT is executed by the undersigned, 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 the undersigned 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.

IN WITNESS WHEREOF, the undersigned, not personally, but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested to by its Assistant Secretary this 19th day of March, 1987.

HARRIS TRUST AND SAVINGS BANK,
as Trustee under Trust Agreement
known as Trust No. 43055 and not
personally

By: _____
Vice President

ATTEST:

_____
Assistant Secretary

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

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I, JILL WACHTER, a Notary Public in and for said County, in the state aforesaid DO HEREBY CERTIFY that HERMAN A. KOLE, Vice President of HARRIS TRUST AND SAVINGS BANK and KENNETH E. PIEKUT, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he as Custodian of the seal of said Bank 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 30th day of March, 1987.

My Commission Expires February 19, 1990

Jill Wachter
Notary Public

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EXHIBIT A

Lots 1, 2, 7 and 8 in Block F in Alexander S. Pratt's Subdivision of the North 24.60 Acres of the Northeast Quarter of the Northeast Quarter of Section 22, Township 42 North, Range 10 East of the Third Principal Meridian; Also Lots 3, 4, 5 and 6 in Block F in Batterman's Subdivision in the Northwest Quarter of the Northeast Quarter of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of the Northeast Quarter of Section 22, Township 42 North, Range 10 East of the Third Principal Meridian, According to the Plat thereof recorded August 10, 1891 as Document No. 1517492 (except that part of the North 16 Feet of the Aforesaid Lots 2, 3 and 4 Lying West of a Line 135.50 Feet East of and Parallel to the West Line of said Lot 4) together with that Part of vacated Johnson Street Lying West of the West Line of Brockway Street and East of a Line 135.50 Feet East of and Parallel to the East Line of Greeley Street, all in Cook County, Illinois.

Commonly known as: 55 East Greeley Street (at Washington and Brockway Streets) Palatine, Illinois

P.I.N.: 02-22-206- 010 (001s 1,2,7,8) BAO WN

~~02-22-206-011~~

02-22-206-012 (001s 3,4,5,6) BCO WN

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JOINDER

The undersigned, being the owner(s) in the aggregate of One Hundred Percent (100%) of the beneficial interest in, and all of the beneficiaries of the Trust which is the Assignor under the foregoing Assignment of Leases, hereby consent to and join in the foregoing Assignment of Leases, intending hereby to bind any interest they or each of them and their respective heirs, executors, administrators, successors or assigns may have in the Premises described in the foregoing Assignment of Leases, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignors in said Assignment of Leases.

Dated: March 27th, 1987

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the foregoing parties, 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 they signed and sealed said instrument as their respective own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of March, 1986.

Notary Public

My Commission Expires:
12/6/89

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