

ORIGINAL

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COLLATERAL ASSIGNMENT OF LEASES AND RENTS

1987
87200192

THIS ASSIGNMENT, made this 15th day of April, 1987, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee U/T/A dated April 11, 1986 and known as Trust No. 67121, ~~by and through the sole beneficiaries under said Trust No. 67121~~ (herein also referred to as "Assignor" or "Lessor") to GREATER METROPOLITAN CHICAGO DEVELOPMENT CORPORATION, having its principal place of business at 4711 Golf Road, Suite 706, Skokie, Illinois and to U.S. SMALL BUSINESS ADMINISTRATION, with offices at 219 S. Dearborn Street, Chicago, Illinois, as their respective interests may appear, (hereinafter collectively referred to as "Assignee"):

W I T N E S S E T H:

WHEREAS, Assignor, to secure a loan indebtedness evidenced by promissory note dated April 11, 1987 in the principal sum of \$161,000.00 (hereinafter "Note") has executed and delivered to Assignee a real estate mortgage dated April 15, 1987 herewith (a copy of which is attached hereto as "Exhibit A") covering premises commonly known as 355 Crossen Avenue, Elk Grove Village, Illinois, (hereinafter referred to as "Premises"); and

WHEREAS, Assignor, as mortgagor under the aforesaid mortgage has, and may from time to time in the future, enter into one or more leases of the Premises, or portions thereof, with third parties;

NOW, THEREFORE, Assignor, to further secure said loan and indebtedness and in consideration thereof, together with other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby assign, transfer and convey unto Assignee, its successors and assigns, but for collateral purposes only, all of its right, title and interest in and to all presently existing and future leases affecting the Premises, or portions thereof, including all right to payment of rents and other income which may now or hereafter be or become due or owing under any such leases, and amendments, extensions and renewals thereof and thereto.

Subject to and in accordance with the terms of the Mortgage between Assignor and Assignee, and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Premises, and at its direction to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of any default under the mortgage, the Lessees of the Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such nominee as Assignee may designate in writing, delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

GMCDC Form 15A (3/87)

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EXHIBIT

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Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents assigned hereunder, including the right to enter upon the Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the mortgage and this Assignment at any and all times hereafter, without notice to Assignor, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage, claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Note, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which may or might be incurred by it under said Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Premises by the Lessor under any of the Leases or any other party, or for any dangerous or defective condition of the Premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary in the ordinary course of business, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or

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assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Premises, or of any interest therein (except as may be permitted under the provisions of the mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of any default under the Note or the mortgage, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Premises, and to enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of any default under the Note or mortgage or this Assignment, and upon written notice of any such default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given Assignor. Any Lessee of the Premises, or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Premises, or any part thereof, is authorized (for so long as no default exists under the Note, the mortgage, or this Assignment) and directed to pay Assignor the security deposit set forth in its Lease and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

It is agreed and understood that this instrument is being executed and delivered concurrently with the Note and the Loan Agreement to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessee and their respective heirs, executors, administrators, successors and assigns.

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IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid, ~~by and through the sole beneficiaries of said Trust No. 67121~~, has signed and delivered this instrument, all as and on the day, month, and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO), not personally but as Trustee U/T/A dated April 11, 1986 and known as Trust No. 67121.

By: [Signature]
Name and Title J. M. Shelton Jr

Attest: [Signature]
Name and Title Alan R. Tenji
ASST Secy

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but by its Trustee as aforesaid, its sole beneficiaries and assigns for the purpose and consideration as indicated hereon. THIS INSTRUMENT IS NOT VALID UNLESS IT IS SIGNED BY THE TRUSTEE AS AFORESAID AND NOT BY ANY OTHER PERSON, AND UNLESS SAID TRUSTEE'S SIGNATURE IS VERIFIABLE AGAINST THE PUBLIC RECORDS OF THE OFFICE OF THE CLERK OF COOK COUNTY, ILLINOIS, BY REASON OF ONE OF THE AGREEMENTS, CONDITIONS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THIS INSTRUMENT.

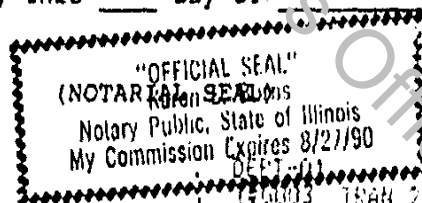
State of Illinois)
County of Cook) SS

I, [Signature], a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. MICHAEL WOODMAN of American National Bank and Trust Company of Chicago, N.A., and ALAN P. TERROD of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY, appeared before me this day in person, and severally acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 15 day of APRIL, 1987.

[Signature]
Notary Public

My Commission Expires: _____



APR 15 1987
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COOK COUNTY RECORDER

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GMCDC 15A (3/87)
Ref: 99

[Handwritten Signature]

This Instrument Prepared By: Janis L. Mullin, Attorney
4711 Golf Road, Suite 706
Skokie, IL 60076



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