TTC 209851 BR

ASSIGNMENT OF LEASES AND RENTS
AND MANAGEMENT AGREEMENT

Date: May 21, 1987

KNOW ALL MEN BY THESE PRESENTS:

Tom McClanahan and Elsa McClanahan, having their principal office and place of business at 320 West Touhy, Des Plaines, Illinois (hereinafter individually and together called "Assignor"), have executed and delivered to CONTINENTAL ILLINOIS BANK OF DEERFIELD, N.A. ("Lender"), a promissory note of even date herewith (said instrument, and any documents or instruments accepted in substitution, renewal or exchange therefor, as any of the same may from time to time hereafter be amended or modified, being herein referred to as the "Note") in the principal amount of Three Hundred Fifty Thousand and no/100 Dollars ($350,000.00) and a Mortgage and Security Agreement of even date herewith (said document, as the same may from time to time hereafter be amended or modified, being herein referred to as the "Mortgage") encumbering the "Premises" (hereinafter defined);

NOW, THEREFORE, for value received, Assignor hereby sells, assigns, transfers and sets over unto Lender, its successors and assigns, all of its right, title and interest in and to all leases and tenancies affecting all or a portion of the real estate described in Schedule A attached hereto and the buildings and improvements now or hereafter located thereon (said real estate, buildings and improvements being hereinafter referred to as the "Premises"), together with all future leases and tenancies affecting the Premises, as any of the foregoing may be amended, renewed or extended and all security for and guaranties of the obligations of the tenants under any such leases and tenancies and all rents, issues, profits and income whatsoever arising from or which may be had under such leases and tenancies.

This Assignment is a present and irrevocable assignment and is made for the purpose of securing the full and complete payment and performance of (a) all obligations of Assignor to Lender, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent or now or hereafter existing, or due or to become due, including, without limitation, all obligations under the Note and the Mortgage, and (b) the full and complete payment and performance of all obligations of Assignor hereunder and under any other document executed and delivered to Lender as an inducement to Lender to make the loan evidenced by

87284670

(585)

the Note or securing payment of the indebtedness evidenced by the Note (all of the foregoing being hereinafter collectively called the "Obligations").

Assignor will observe and perform all covenants, conditions and agreements in any lease now or hereafter affecting any portion of the Premises or in any assignment to Lender of any such lease on the part of the Assignor or the landlord to be observed and performed thereunder. Assignor will not, without the prior written consent of Lender, (a) accept any payment of advance rents or security deposits equal, in the aggregate, to more than one (1) month's rent or (b) take any action or exercise any right or option which would permit the tenant under any lease of any part of the Premises to cancel or terminate said lease.

It is agreed that Assignor shall be entitled to collect and retain the rents, issues and profits of and from the Premises or any part thereof as and when they become due and payable unless and until an Event of Default shall occur under the Note, Mortgage or any other agreement or document securing the Obligations or a default shall occur in the performance or observance of any of the covenants, warranties, representations, terms and conditions of this Assignment which default continues for Thirty (30) days after written notice thereof from Lender to Assignor (each of the foregoing constituting an "Event of Default" hereunder). Upon the occurrence of an Event of Default hereunder, Lender shall be entitled forthwith without any further notice whatsoever to Assignor to take possession and control of the Premises and shall have the sole and exclusive right and authority to hold, store, use, operate, manage and control the Premises and conduct the business thereof and manage and operate the Premises and exercise all the rights and powers of Assignor to the same extent as Assignor could in its own name or otherwise with respect to the same. Without limitation of the foregoing, Lender may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting (i) all expenses of taking, holding, managing and operating the Premises (including compensation for the services of all persons employed for such purposes), (ii) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (iii) the cost of insurance, (iv) such taxes, assessments and other similar charges as Lender may determine to pay, (v) other proper charges upon the Premises or any part thereof, and (vi) the reasonable compensation, expenses and disbursements of the attorneys and agents of Lender, shall apply the remainder of the monies and proceeds so received by Lender to the Obligations in such order as Lender, in the exercise of its sole discretion, shall determine.

Upon the occurrence of an Event of Default, Assignor agrees to endorse and deliver to Lender all then existing leases covering the Premises or any part thereof. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers said leases to Lender, as aforesaid, this Assignment shall be deemed to be an assignment of all such leases to Lender. The provisions hereof shall not limit the effect of any assignments of particular leases in fact given to Lender by Assignor.

It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Lender, nor for the performance of any of the terms and conditions of any leases assigned hereunder, nor shall it operate to make Lender responsible or liable for any waste committed on the Premises by the tenants or any other party or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury to any tenant, invitee, licensee, employee or stranger.

The remedies of Lender hereunder are cumulative and the acceptance of this Assignment and the collection of the rents hereby assigned upon the occurrence of an Event of Default shall be without prejudice to and shall not constitute a waiver on the part of Lender of any of Lender's rights or remedies under the terms and conditions of the Note, Mortgage, or any other document or agreement delivered to Lender to secure the Obligations or at law or in equity or otherwise, so long as any Obligation remains unsatisfied.

Assignor hereby assigns to Lender (i) any award or other payment which Assignor may hereafter become entitled to receive with respect to a lease of any part of the Premises as a result of or pursuant to any bankruptcy, insolvency, or reorganization or similar proceedings involving the tenant under such lease and (ii) any and all payments made by or on behalf of any tenant or any part of the Premises in lieu of rent.

Lender may, at its option, notify any tenants or other parties of the existence of this Assignment.

All rights of Lender hereunder shall inure to the benefit of its successors and assigns; and all obligations of Assignor shall bind its successors and assigns. All rights of Lender in, to and under this Assignment and in and to the collateral security provided hereby shall pass to and may be exercised by any assignee thereof. Assignor agrees that if Lender gives notice to Assignor of an assignment of said rights, upon such notice the liability of

Assignor to the assignee shall be immediate and absolute. Assignor will not set up any claim against Lender or any intervening assignee as a defense, counterclaim or setoff to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

All notices, demands and requests required or desired to be given hereunder shall be given in the manner provided in the Note.

In the event this Assignment is executed by more than one person or entity, the liability of each Assignor hereunder shall be joint and several.

IN WITNESS WHEREOF, the Assignor signed and delivered this Mortgage and Security Agreement on the day and year first above written.

Tom McClanahan

Elsa McClanahan

Elsa McClanahan

87284670

87284670

STATE OF ILLINOIS)
) SS.
COUNTY OF Lake)

I, John T. Rosselli, the undersigned, a Notary Public in and for said County, in the Sate aforesaid, DO HEREBY CERTIFY THAT Tom McClanahan and Elsa McClanahan, each appeared before me this day in person and acknowledged that they signed and delivered the above instrument as their free and voluntary act and as the free and voluntary act of said Tom McClanahan & Elsa McClanahan for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of May, 1987.

John T. Rosselli
Notary Public
My Commission Expires: 10/24/88

THIS INSTRUMENT WAS PREPARED BY
~~AND SHOULD BE RETURNED TO:~~

D. M. McCarthy, Esq.
Katten Muchin & Zavis
525 W. Monroe Street
Suite 1600
Chicago, Illinois 60606

mail to: Ticor Title Insurance
69 W. Washington St
Chicago, Ill. 60602
Attention: Brenda R. Montero
Escrow # 209851

87284670

87284670

SCHEDULE A

PARCEL I:

THE NORTH 175.00 FEET OF THE SOUTH 1225.0 FEET OF THE WEST 189.57 FEET OF THE EAST 222.57 FEET OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II:

THE NORTH 100.0 FEET OF THE SOUTH 1050.0 FEET OF THE WEST 189.57 FEET OF THE EAST 222.57 FEET OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN. PARCELS I AND II BEING THAT

PROPERTY COMMONLY KNOWN AS 320 W. TOUHY, DES PLAINES, ILLINOIS.
PT# 08-25-301-007, 008, 009, 010 & 011

PARCEL III:

LOT 3 IN BLOCK 1 IN ELK GROVE HIGH VIEW, BEING A SUBDIVISION OF ALL OF THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF HIGGINS ROAD (EXCEPT THE WEST 260 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL III BEING THAT
PROPERTY COMMONLY KNOWN AS 3909 OLD HIGGINS ROAD, ELK GROVE VILLAGE, ILLINOIS.

PT# 08-36-103-008 DO J.M.

DEPT-01 $16.00
T40003 TRAN 6111 05/27/87 12:11:00
#7180 # C *-87-284670
COOK COUNTY RECORDER

-87-284670

87284670

1600