(2)

ASSIGNMENT OF RENTS AND LEASES

87389598

WHEREAS, American National Bank & Trust Company of Chicago t/u/t/a dated 7/7/87 Trust No. 102992-04 (hereinafter referred to as "Owner") is the owner of the following described real estate:

See legal description attached hereto and made a part hereof as Exhibit A.

Commonly known as: 5701 W. Touhy, Niles, Illinois 60646

$17.00

P.I.N. 10-32-203-032
10-32-203-017

Said real estate is subject to the lien of a Mortgage executed by the Owner to Citizens Bank & Trust Company of Park Ridge, Illinois as Mortgagee on the 13th day of July, 1987 and recorded in the Office of the Recorder of Deeds of the County of Cook, State of Illinois; and,

WHEREAS the said Owner gave the above described Mortgage to secure a loan from Citizens Bank & Trust Company of Park Ridge, Illinois (hereinafter referred to as "Note Holder") in the amount of Two Million Two Hundred Thousand and no/100 Dollars ($2,200,000); and,

WHEREAS as further security for the above described loan, the Note Holder requires the assignment of rents and leases as part of the consideration for making said loan.

NOW, THEREFORE, the Owner in consideration of Ten Dollars ($10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto the Note Holder, its successors and assigns, all the rents, earnings, income, issues and profits of and from the real estate and premises hereinabove described which are now due and which may hereafter become due, payable or collectable under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinabove described, which said Owner may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Note Holder under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Note Holder herein, all relating to the real estate and premises hereinabove described:

1. This instrument is given to secure payment of the principal sum of Two Million Two Hundred Thousand Dollars ($2,200,000) and interest upon a certain loan evidenced by the Promissory Note dated July, 1987 (herein called the "Note") of the Owner payable to Note Holder, secured by the aforesaid Mortgage conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until the Note and all other costs and charges which may have accrued or may hereafter accrue under the Note or Mortgage have been fully paid.

2. Without limitation of any of the legal rights of the Note Holder as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, the Owner hereby covenants and agrees that in the event of any default under the Note or Mortgage, the Owner will, whether before or after the Note secured by the Mortgage is declared to be immediately due in accordance with the terms of the Mortgage 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 the Note Holder, surrender to the Note Holder, and the Note Holder shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken. The Note Holder in its discretion, may with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of the Owner relating thereto, and may exclude the Owner, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage, and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the real estate and premises hereinabove described, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said real estate and premises in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage and may cancel any lease or sub-lease for any cause or on any ground which would entitle the Owner to cancel the same, and in every such case the Note Holder shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best.

Further, in the event of any default under the Note or Mortgage the Note Holder shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the real estate and premises, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, 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 real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Note Holder and of its attorneys, agents, clerks, servants, and others employed by it, for services rendered in connection with the operation, management, and control of the said real estate and premises and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Note Holder against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of the Note Holder hereunder, the Note Holder may apply any and all moneys arising as aforesaid:

(A) To the payment of interest on the principal and overdue interest on the Note secured by the Mortgage, at the rate therein provided; (B) To the payment of the principal of the Note from time to time remaining outstanding and unpaid; (C) To the payment of any and all other charges secured by or created under the Note or Mortgage; and (D) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (A), (B), and (C), to the Owner.

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3. The Owner may continue to collect all rentals, as hereinafter limited, due under any leases upon the real estate and premises hereinabove described and perform the obligations of Owner thereunder, until such time as the Note Holder shall give notice to the lessees under said leases, which may be given by U.S. Mail addressed to the lessees at the address of the leased premises, that all rents then due or to become due as well as all other amounts payable under the terms of said leases, shall be payable directly to the Note Holder at its then business address. The Note Holder may give this notice to the lessee at any time or from time to time after a default exists in the payment of principal or interest under the Note or in the performance of the terms or conditions contained in the Mortgage herein referred to and in the Note secured thereby. The lessees may rely upon said notice from the Note Holder, and are to comply with its terms.

4. Except for the collection by the Owner pursuant to the leases of the last month's rent, the Owner will not be allowed to collect any rental more than one month in advance and any such collection of rental more than one month in advance shall not be binding on the Note Holder.

5. The Owner agrees that it will in no way, either orally or in writing, change, amend, or in any way alter the conditions of the leases hereinabove referred to and warrants that said leases have not been amended, changed or in any way altered, except as above set out.

6. The Owner shall not accept surrender of any lease or of the premises or any part thereof leased thereunder, without the prior written consent of the Note Holder.

7. The Owner shall not assign or in any way encumber or allow to become encumbered any of the rents due or to become due under the aforesaid leases, except as herein provided.

8. This instrument is assignable by the Note Holder, 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.

9. The failure of the Note Holder, or any of its agents or attorneys, successors or assigns, to avail itself or themselves 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 its rights under the terms hereof, but said Note Holder, or its 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 times that shall be deemed fit.

10. The payment of the Note and release of Mortgage securing said Note shall ipso facto operate as a release of this instrument.

11. See Exhibit B attached hereto and made a part hereof.

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COOK COUNTY RECORDER
FILED FOR RECORD
1987 JUL 15 PM 2:22

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Witness the hand ..... and seal ..... of Mortgagors the day and year first above written.

..... (SEAL) ..... (SEAL)

ASST Secty ..... (SEAL) VP ..... (SEAL)

STATE OF ILLINOIS } SS.
County of _____

I, _____, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT _____

NOTARIAL SEAL

who _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ signed, sealed and delivered the said Instrument as _____ 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 Notarial Seal this _____ day of _____, A.D. 19_____.

_____ NOTARY PUBLIC

DELIVERY INSTRUCTIONS

NAME: CITIZENS BANK & TRUST COMPANY
STREET: One South Northwest Highway
CITY: Park Ridge, Illinois 60068

OR

RECORDER'S OFFICE BOX NUMBER 305

FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

5701 W. Touhy
Niles, Illinois 60646

EXCULPATORY CLAUSE

This Assignment of Rents and Leases is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee of the Land Trust in the exercise of the authority conferred upon it as such trustee and not in its individual capacity. Nothing contained in the Assignment of Rents and Leases or the Note shall be construed as crating any liability on AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO in its individual capacity, to pay the Note or any interest that my accrue thereon, or any fee or charge that may become payable under this Assignment of Rents and Leases or the Note, or to perform any convenant (either express or implied) contained in this Assignment of Rents and Leases or the Note, all such liability, if any, being hereby waived by Lender and every person herefater claiming any right or security hereunder. So far as AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO and its successors are concerned, Lender and the owner of any indebtedness accruing hereunder shall, in the event of a default, look solely to any one or more of the following for the payment of the indebtedness due under the Note or this Assignment of Rents and Leases.

(a) The Mortgaged Premises and the rents, issues and profits thereof, by the enforcement of the lien hereby created; and

(b) The enforcement of any remedy available under any of the loan documentation.

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, LORETTA M. SOVIENSKI, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY, that J. MICHAEL WHELAN and Peter E. Johanson, VICE PRESIDENT and ASSISTANT SECRETARY of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY acknowledged that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said intrument as his own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this ____ day of _____, 1987.

JUL 14 1987

Loretta M. Sovienski
Notary Public

My Commision expires: _____

This document prepared by and return to:

"OFFICIAL SEAL"
Loretta M. Sovienski
Notary Public, State of Illinois
My Commission Expires 6/2/88

BRUCE F. HOFFMAN
Pollak & Hoffman Ltd.
150 N. Wacker Drive, Suite 1450
Chicago, Illinois 60606
(312) 726-0001

BOX 333 CG -1-

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PARCEL 1:

A TRACT OF LAND BEING PART OF THE EAST 30 ACRES OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL OF THE EAST 17 ACRES OF THE WEST 19 1/2 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST 1/4 OF SAID FRACTIONAL SECTION 32 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION: THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 1,121.76 FEET TO A POINT ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 SAID POINT BEING 193.0 FEET WEST OF THE POINT OF BEGINNING, (AS MEASURED ON THE NORTH LINE OF THE NORTH EAST FRACTIONAL 1/4 OF SAID FRACTIONAL SECTION 32; THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, 193.0 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AGREEMENT BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 15, 1977 KNOWN AS TRUST NUMBER 40063, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1976 KNOWN AS TRUST NUMBER 39326 AND CONSOLIDATED FOUNDRIES AND MANUFACTURING CORPORATION, A CORPORATION OF DELAWARE, DATED MARCH 29, 1977 AND RECORDED APRIL 19, 1977 AS DOCUMENT 23893061, FOR UNDERGROUND UTILITIES UNDER AND THROUGH THE FOLLOWING DESCRIBED TRACT:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19.5 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 59.81 FEET; THENCE SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 84.63 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN, SAID POINT ALSO BEING ON A LINE 50.0 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD; THENCE CONTINUING SOUTH 44 DEGREES, 41 MINUTES, 24 SECONDS WEST, 54.37 FEET TO THE SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 22 DEGREES, 11 MINUTES, 00 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE 16.31 FEET; THENCE NORTH 44 DEGREES, 41 MINUTES, 24 SECONDS EAST, 54.37 FEET TO A LINE 50 FEET NORTHEASTERLY OF (RIGHT ANGLES MEASUREMENT) AND PARALLEL WITH THE SAID EASTERLY RIGHT OF WAY LINE; THENCE SOUTH 22 DEGREES, 11 MINUTES, 00 SECONDS EAST, ALONG SAID PARALLEL LINE 16.31 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES, 09 MINUTES, 30 SECONDS EAST, ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4, 102.55 FEET TO A POINT 612.16 FEET, MORE OR LESS, WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES, 48 MINUTES, 37 SECONDS EAST, 1,124.13 FEET; THENCE SOUTH 89 DEGREES, 38 MINUTES, 50 SECONDS WEST, 324.80 FEET; THENCE NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 125.0 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED HEREIN; THENCE CONTINUING NORTH 00 DEGREES, 41 MINUTES, 00 SECONDS EAST, 97.0 FEET; THENCE NORTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST, 41.0 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS WEST, 97.0 FEET; THENCE SOUTH 89 DEGREES, 19 MINUTES, 00 SECONDS EAST, 41.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE EAST 17 ACRES OF THE WEST 19 1/2 ACRES OF THE EAST FRACTIONAL 1/2 OF THE NORTH EAST FRACTIONAL 1/4 OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COMMENCING AT THE NORTH EAST CORNER OF SAID 17 ACRES AND RUNNING THENCE NORTH 89 DEGREES 09 MINUTES 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTH EAST FRACTIONAL 1/4 102.55 FEET TO A POINT 612.16 FEET MORE OR LESS WEST OF THE NORTH EAST CORNER OF SAID FRACTIONAL SECTION; THENCE SOUTH 00 DEGREES 48 MINUTES 37 SECONDS EAST 1124.13 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 50 SECONDS WEST 324.80 FEET; THENCE NORTH 00 DEGREES 41 MINUTES 00 SECONDS EAST 125.0 FEET TO THE PLACE OF BEGINNING OF THE PARCEL TO BE DESCRIBED HEREIN; THENCE CONTINUING NORTH 00 DEGREES 41 MINUTES 00 SECONDS EAST 97.0 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 00 SECONDS WEST 41.0 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 00 SECONDS WEST 97.0 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 00 SECONDS EAST 41.0 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS
RW.

P.I.N. 10-32-203-032
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