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ASSIGNMENT OF RENTS AND LEASES

\$ 20.00

71-25-876
A-3

THIS ASSIGNMENT is made jointly and severally as of July 15, 1987, by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement (the "Trust Agreement") dated January 7, 1983, and known as Trust Number 56354 ("Land Trustee"), and KEDZIE PLAZA SOUTH ASSOCIATES, an Illinois limited partnership ("Beneficiary") (the Land Trustee and the Beneficiary are herein collectively referred to as the "Borrower") to FOCUS REAL ESTATE FINANCE CO., a Delaware corporation ("Lender"). Beneficiary owns one hundred percent (100%) of the beneficial interest under the Trust Agreement, but has no legal or equitable interest in the Premises hereinafter described.

WITNESSETH

Borrower, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Lender all right, title and interest of the Borrower and each of them in, to and under all present leases of the Premises described in EXHIBIT "A" attached hereto and made a part hereof ("Premises") (including those leases described on the SCHEDULE OF LEASES (if any) attached hereto as EXHIBIT "B" and by this reference made a part hereof) together with all future leases hereinafter entered into by any lessor affecting the Premises, and all guaranties, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "Leases") and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises.

This Assignment is made for the purposes of securing:

- A. The payment of the indebtedness (including any extensions and renewals thereof) ("Indebtedness") evidenced by a certain PROMISSORY NOTE of Borrower of even date herewith in the principal sum of \$4,200,000.00 ("Note") and secured by a certain MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") of Borrower of even date herewith, encumbering the Premises; and
- B. The payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of the Mortgage and all other instruments constituting security for the Note; and
- C. The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage and in all other instruments constituting security for the Note.

THIS INSTRUMENT PREPARED BY
UPON RECORDATION RETURN TO:

STEPHEN E. GOODMAN
SUITE 3400
401 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60611

PROPERTY ADDRESS:
Kedzie Avenue and 47th Street
Chicago, Illinois

PERMANENT TAX NUMBER(S)
19-11-201-031
19-11-201-032
19-11-201-039
19-11-201-040
19-11-201-051

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Borrower covenants and agrees with Lender as follows:

1. That there is no present lease of the Premises not listed on the SCHEDULE OF LEASES (if one is attached hereto).
2. That the sole ownership of the entire landlords' interest in the Leases is vested in Borrower. Borrower has not, and each shall not: (a) perform any act or execute any other instrument which might prevent Lender from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases except an assignment or pledge securing the Indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (d) make any lease of the Premises except for actual occupancy by the tenant thereunder.
3. That each of those Leases listed on the SCHEDULE OF LEASES (if one is attached hereto) is valid and enforceable in accordance with its terms (except to the extent that enforceability may be affected or limited by applicable bankruptcy, insolvency or similar debtor relief laws affecting the enforcement of creditors' rights generally, and other provisions of Illinois law giving debtors and creditors notice and cure rights) and none has been altered, modified, amended, terminated, cancelled, renewed or surrendered nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Lender.
4. That none of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered nor shall any term or condition thereof be waived without the prior written approval of the Lender, which approval shall not be unreasonably delayed or withheld.
5. That there is no default now existing under any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Borrower will fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Borrower, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed.
6. That Borrower shall give prompt notice to Lender of each notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.
7. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under any of the Leases.
8. That, without Lender's prior written consent in each case, Borrower will not suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent.
9. That this Assignment is absolute and is effective immediately; however, until notice is sent by Lender to the Borrower in writing that a default or event of default has occurred under the Note or under any other instrument at any time constituting security for the Note (an "Event of Default") (each

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such notice is hereafter called a "Notice"), Borrower may receive, collect and enjoy the rents, income and profits accruing from the Premises, and if any such default shall have been cured, Borrower shall thereafter again be entitled to such rents, income and profit, including that received or generated during the period between the sending of the notice and the curing of the default.

10. That if any Event of Default occurs at any time, Lender may (at its option after service of a Notice) receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Lender shall thereafter continue to receive and collect all such rents, income and profits until such Event of Default is cured and during the pendency of any foreclosure proceedings, and (if there is a deficiency) during the redemption period (if any).

11. That Borrower hereby irrevocably appoints Lender its true and lawful attorney-in-fact, with full power of substitution and with full power for Lender in its own name and capacity or in the name and capacity of Borrower (from and after an Event of Default and the service of a Notice) to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Premises, and at Lender's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or in the name of Borrower or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Lender, or to such nominee as Lender may designate in a writing delivered to and received by such tenants, all amounts due Borrower or any of them pursuant to the Leases. All present and future tenants are further expressly authorized and directed to rely on notices from Lender and shall have no right or duty to inquire as to whether any event of default has actually occurred or is then existing. All present and future tenants are expressly relieved of all duty, liability or obligation to Borrower and each of them in respect of all payments so made to Lender or such nominee.

12. That after an Event of Default and service of a Notice, Lender 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, income and profits assigned hereunder, including the right of Lender or its designee to enter upon the Premises, or any part thereof, with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Borrower and each of them relating thereto, and may exclude the Borrower and its agents and servants wholly therefrom. Borrower hereby grants full power and authority to Lender to exercise all rights, privileges and powers herein granted at any and all times (after an Event of Default and service of a Notice) without further notice to Borrower, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all Indebtedness and liability of Borrower to Lender, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorney's fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments due from Borrower to Lender on the Note and the Mortgage; all in such order and for such time as Lender may determine.

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13. That Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of any landlord under any of the Leases. Lender does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Borrower or any of them under any of the Leases except with respect to acts and omissions of Lender individually, where it specifically undertakes an obligation.

14. That Borrower hereby agrees to indemnify Lender and to hold Lender harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees which may or might be incurred by Lender under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases except with respect to acts and omissions of Lender individually, where it specifically undertakes an obligation.

15. That this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Lender, nor shall it operate to make Lender liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, 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 or death to any tenant, occupant, licensee, employee or stranger.

16. That Lender may: (a) take or release other security; (b) release any party primarily or secondarily liable for any of the Indebtedness secured hereby; (c) grant extensions, renewals or indulgences with respect to such indebtedness; and (d) apply any other security therefor held by Lender to the satisfaction of such Indebtedness; in each case without prejudice to any of Lender's other rights hereunder or under any other security given to secure the Indebtedness secured hereby.

17. That Lender may, at its option although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Borrower and each of them, and all monies expended in so doing shall be chargeable to the Borrower, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the Indebtedness secured hereby, and shall be immediately due and payable.

18. That waiver of, or acquiescence by Lender in, any default by the Borrower, or failure of the Lender to insist upon strict performance by the Borrower of any covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

19. That the rights, remedies and powers of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Lender has under the Note and all instruments constituting security for the Note, and at law and in equity.

20. If any provision contained in this Assignment or its application to any person or circumstance is to any extent

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invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

21. Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, and addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Lender:

Focus Real Estate Finance Co.
200 West Madison Street
Suite 3300
Chicago, Illinois 60606
Attention: Alan Miller, Esq.

with a copy to:

Schwartz & Freeman
401 North Michigan Avenue
Suite 3400
Chicago, Illinois 60611
Attention: Stephen E. Goodman, Esq.

If to Borrower:

Kedzie Plaza South Associates
c/o The Taxman Corporation
9933 Lawler
Skokie, Illinois 60077

and

American National Bank and
Trust Company of Chicago
33 N. LaSalle St.
Chicago, Illinois 60690
Attention: Land Trust Department

with a copy to:

Rudnick & Wolfe
30 North LaSalle Street
Suite 2900
Chicago, Illinois 60602
Attention: Richard S. Homer, Esq.

or to such other address the party to receive such notice may have theretofore furnished to all other parties by notice in accordance herewith. Except as otherwise specifically required herein, no notice of the exercise of any right or option granted to Lender herein is required to be given.

22. The terms "Trustee," "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or

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feminine gender, corporate or other form, and the singular shall likewise include the plural.


23. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

24. This Assignment is executed by Trustee, 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 Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the Trustee 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; Lender shall look solely to the Leases and other security (including guaranties) and to the Beneficiary for the payment of any sums required to be paid hereunder.

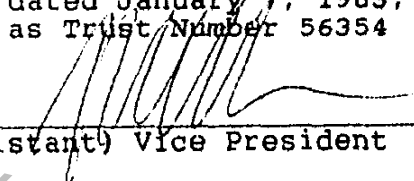
IN WITNESS WHEREOF, the Borrower has caused this instrument to be signed and sealed as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally
but solely as Trustee under Trust
Agreement dated January 7, 1983,
and known as Trust Number 56354

Attest:



(Assistant) Secretary

By: 

(Assistant) Vice President

KEDZIE PLAZA SOUTH ASSOCIATES

By: 

Seymour Taxman, general partner

1987 JUL 21 AM 11:33

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OFFICE FOR RECORDS

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STATE OF ILLINOIS)
) SS.
COUNTY OF)

LORETTA M. DOWIENSKI

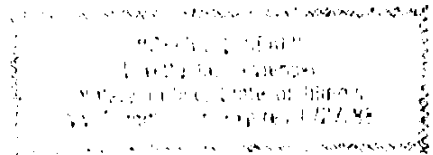
I, LORETTA M. DOWIENSKI, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that W. MICHAEL WICK, personally known to me to be the VICE President of American National Bank and Trust Company of Chicago, a National banking association and Peter D. McManus, personally known to me to be the ASSISTANT Secretary of said Bank, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such VICE President and ASSISTANT Secretary, they signed and delivered the said Instrument of writing as W. MICHAEL WICK President and Peter D. McManus of said Bank, for the uses and purposes therein set forth.

ASSISTANT SECRETARY

GIVEN under my hand and Notarial Seal this day of , A.D., 1987. JUL 17 1987

Loretta M. Dowienksi
Notary Public

My Commission Expires:



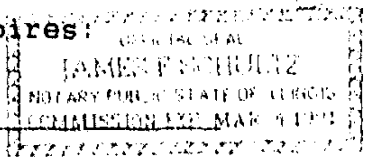
STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, James F. Schultz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Seymour Taxman, personally known to me to be the general partner of Kedzie Plaza South Associates, an Illinois limited partnership, appeared before me this day in person and acknowledged that as such general partner, he signed and delivered to the foregoing instrument, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of July, A.D., 1987.

James F. Schultz
Notary Public

My Commission Expires:



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PARCEL 1:

THE SOUTH 410 FEET (EXCEPT THE NORTH 60 FEET THEREOF) OF THE NORTH 853 FEET OF THE WEST 472 FEET OF THE EAST 505 FEET OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF THE NORTH EAST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE 913 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID NORTH EAST 1/4 WITH A LINE 375 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID NORTH EAST 1/4, AND RUNNING THENCE SOUTH ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 328.00 FEET TO A POINT 1241.00 FEET SOUTH OF SAID NORTH LINE OF SAID NORTH EAST 1/4; THENCE SOUTHWESTWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 83.36 FEET TO A POINT 1260.04 FEET SOUTH OF SAID NORTH LINE AND 456.25 FEET WEST OF SAID EAST LINE OF SAID NORTH EAST 1/4; THENCE WEST ALONG A STRAIGHT LINE, A DISTANCE OF 43.75 FEET TO A POINT WHICH IS 1260.10 FEET SOUTH OF SAID NORTH LINE AND 500 FEET WEST OF SAID EAST LINE OF SAID NORTH EAST 1/4; THENCE WESTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 374 FEET AND CONVEX SOUTHERLY, A DISTANCE OF 124.02 FEET TO A POINT WHICH IS 1233.14 FEET SOUTH OF SAID NORTH LINE AND 520.35 FEET WEST OF SAID EAST LINE OF THE NORTH EAST 1/4; THENCE NORTHEASTWARDLY ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 259 FEET AND CONVEX SOUTHEASTERLY, A DISTANCE OF 255.23 FEET TO A POINT WHICH IS 504 FEET WEST OF SAID EAST LINE OF THE NORTH EAST 1/4 AND ON A LINE 1016.96 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF THE NORTH EAST 1/4; THENCE WEST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 1 FOOT TO ITS INTERSECTION WITH A LINE 505 FEET WEST OF AND PARALLEL TO SAID EAST LINE OF THE NORTH EAST 1/4; THENCE NORTH ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 103.96 FEET TO ITS INTERSECTION WITH THE HEREINBEFORE MENTIONED PARALLEL LINE WHICH IS 913 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE OF THE NORTH EAST 1/4; AND THENCE EAST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE, A DISTANCE OF 130 FEET TO THE POINT OF BEGINNING, (EXCEPTING THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 913.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST 1/4, WITH A LINE WHICH IS 375.00 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID NORTH EAST 1/4, AND RUNNING THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 75.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 35.00 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTH EAST 1/4, A DISTANCE OF 75.00 FEET TO AN INTERSECTION WITH THE HEREINBEFORE MENTIONED PARALLEL LINE WHICH IS 913.00 FEET SOUTH FROM THE NORTH LINE OF SAID NORTH EAST 1/4, AND THENCE ALONG SAID MENTIONED PARALLEL LINE, A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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LEASE SCHEDULE: KEDZIE SOUTH

Date: 7/13/87
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Signed Sq. Ft.	Signed Lease Date	Tenant Name	Years	Per Sq. Ft.	Rent		X	Breakpoint	Construction Allowance	Term of Lease	Options							
					Minimum Annual	Annual												
2,520	6/8/87	Remco	1-2	\$16.00	\$35,280	N/A	N/A	None	None	5	1-5 Year							
			3-5	\$15.00	\$37,800	N/A	N/A											
			6-8	\$16.00	\$40,320	N/A	N/A											
			9-10	\$17.00	\$42,840	N/A	N/A											
						N/A	N/A											
1,200	4/23/87	Little Caesar's	1-3	\$16.50	\$19,800	N/A	N/A	None	None	7	1-3 Year							
			4	\$17.00	\$20,400	N/A	N/A											
			5	\$17.50	\$21,000	N/A	N/A											
			6	\$18.00	\$21,600	N/A	N/A											
			7	\$18.50	\$22,200	N/A	N/A											
			8	\$19.00	\$22,800	N/A	N/A											
			9	\$19.50	\$23,400	N/A	N/A											
			10	\$20.00	\$24,000	N/A	N/A											
			11	\$20.50	\$24,600	N/A	N/A											
			12	\$21.00	\$25,200	N/A	N/A											
			13	\$21.50	\$25,800	N/A	N/A											
			14	\$22.00	\$26,400	N/A	N/A											
			15	\$22.50	\$27,000	N/A	N/A											
			1,235	6/28/87	Concept Cleaners	1-3	\$16.00					\$19,760	N/A	N/A	None	None	5	1-5 Year
						4-7	\$17.50					\$21,613	N/A	N/A				
8-10	\$19.00	\$23,465				N/A	N/A											
						N/A	N/A											
						N/A	N/A											
1,200	2/3/87	Tropical Optical	1-2	\$16.00	\$19,200	N/A	N/A	None	None	5	1-5 Year							
			3	\$16.50	\$19,800	N/A	N/A											
			4	\$17.00	\$20,400	N/A	N/A											
			5	\$17.50	\$21,000	N/A	N/A											
			6	\$18.00	\$21,600	N/A	N/A											
			7	\$18.50	\$22,200	N/A	N/A											
			8	\$19.00	\$22,800	N/A	N/A											
			9	\$19.50	\$23,400	N/A	N/A											
			10	\$20.00	\$24,000	N/A	N/A											
						N/A	N/A											
10,000	12/17/86	Saxon	1-10	\$11.00	\$100,000	5X	\$2,000,000	None	None	10	2-5 Year							
			11-15	\$11.50	\$115,000	5X	\$2,500,000											
			16-20	\$13.50	\$135,000	5X	\$2,700,000											
9,000	10/27/86	Fashion Bug	1-10	\$10.00	\$90,000	4X	\$2,250,000	None	None	10	1-15 Year							
			11-25	\$12.00	\$108,000	4X	\$2,700,000											
2,500	9/29/86	Kids Mart	1-5	\$12.50	\$31,250	4X	\$781,250	None	None	10	1-5 Year							
			6-10	\$15.00	\$37,500	4X	\$937,500											
			11-15	\$17.50	\$43,750	4X	\$1,093,750											

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LEASE SCHEDULE: KEDZIE SOUTH

Signed Lease Sq. Ft.	Signed Lease Date	Tenant Name	Volume	Years	Per Sq. Ft.	Rent		%	Breakpoint	Construction Allowance	Term of Lease	Options
						Minimum Annual	Maximum					
2,800	3/12/87	Volume Shoe		1-3	\$13.50	\$37,800		5%	\$756,000	None	10	none
				4-7	\$15.00	\$42,000		5%	\$840,000			
				8-10	\$16.50	\$46,200		5%	\$924,000			
3,700	7/1/87	Erol's		1	\$13.00	\$48,100		N/A	N/A	None	5	1-5 year
				2	\$13.50	\$49,950		N/A	N/A			
				3	\$14.00	\$51,800		N/A	N/A			
				4	\$14.50	\$53,650		N/A	N/A			
				5	\$15.00	\$55,500		N/A	N/A			

Date: 7/13/87
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