

1. Assignment Clause. Assignor, intending to be legally bound and in consideration of the making of the loan represented by the Note, does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to all rents, issues and profits of the Property, including but not limited to all right, title and interest of Assignor, in and to those leases of all or of portions of the Property (if any), as may be listed in Exhibit "B" attached hereto and made a part hereof and any leases which may be hereafter entered into for all or any portion of the Property (hereinafter referred to as the "Leases"), and any and all extensions and renewals thereof, and including any security deposits

NOW, THEREFORE, for the purpose of securing payment of the indebtedness evidenced by the Note and the payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or of the Note and the aforesaid loan documents, or any sums secured by said instruments, and the performance and discharge of each and every obligation covenant and agreement of Assignor herein or arising from the Note and loan documents, and also in consideration of TEN AND NO/100 (\$10.00) DOLLARS, the receipt whereof is hereby acknowledged; it is hereby agreed as follows:

WHEREAS, Beneficiary owns one hundred (100%) percent of the beneficial interest under said Trust Agreement, but has no legal or equitable interest in the property hereinafter described.

WHEREAS, Borrower has concurrently herewith executed and delivered to Assignee a certain Principal Note in the principal amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100 (\$278,000.00) DOLLARS (said Principal Note is hereinafter referred to as the "Note") which Note is secured by a mortgage encumbering the Property (hereinafter referred to as the "Mortgage") and by other collateral documents in favor of Assignee (said Mortgage and other collateral documents are hereinafter referred to as the "Loan Documents"); and

and, incorporated herein (hereinafter referred to as the "Property"); and owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and by this reference

WHEREAS, Borrower is, or will shortly become, the holder and owner of the fee simple estate in and to the real estate

M I N I S T E R

THIS ASSIGNMENT is made jointly and severally as of the 21 day of November, 1988 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under Trust Agreement dated May 6, 1982 and known as Trust Number 55185 (hereinafter referred to as the "Borrower") and MALLERS-CHICAGO LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter referred to as the "Beneficiary", whether one or more) (Borrower and Beneficiary are hereinafter collectively referred to as the "Assignor") whose mailing address is 105 West Adams Street, Suite 3700, Chicago, Illinois 60603 and for the benefit of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION whose mailing address is CREIG-National #1564, 500 Washington Street, 3rd Floor, San Francisco, California 94111 (hereinafter referred to as the "Assignee").

JUNIOR ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

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or interests therein now or hereafter held by Assignor and the benefit of any guarantees executed in connection with any of the Leases. That this Assignment is absolute and is effective immediately; however, until notice is sent by Assignor to the Assignor in writing that an event of default has occurred under the Note or under any other Loan Document that has not been cured under any applicable cure period (each such notice is hereinafter referred to as the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the property.

2. Representations. Borrower represents and Beneficiary represents and warrants that: (1) there is no lease in effect with respect to the Property which is not listed on the aforesaid Exhibit "B" (if so attached); (11) it has made no prior assignment or pledge of the rents except in favor of the Senior Lender; (111) except as otherwise disclosed in writing to Assignee, no default exists in 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 Assignor will fulfill and perform each and every covenant and condition of each of the Leases by the Lessor and Assignor, enforce (short of termination of sole cost and expense of Assignor, 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; (1V) none of the Leases have been modified or extended except as may be noted in Exhibit "B"; (V) Assignor is the sole owner of the Lessor's interest in the Leases; (VI) the Leases are valid and enforceable in accordance with their terms; and (VII) no prepayment of any installment of rent for more than one (1) month due under any of the Leases has been received by Assignor.

3. Negative Covenants of Assignor. Assignor will not, without Assignee's prior written consent, (1) execute an assignment or pledge of the rents from the Property or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; (11) modify, extend or otherwise alter the terms of any of the Leases other than in the ordinary course of business with respect to leases demising less than 2,000 square feet of space; (111) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; (1V) execute any lease of all or a substantial portion of the Property except for actual occupancy by the Lessee thereunder; (V) in any manner impair the value of the Property; or (VI) permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for general real estate taxes not delinquent.

4. Affirmative Covenants of Assignor. Assignor on and after the date hereof will at its sole cost and expense (1) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases, (11) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor, as Lessor, and of the Lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (1V) transfer and assign to Assignee any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon written demand any and all instruments required to effectuate said assignment; (V) furnish to Assignee, within ten (10) days after a

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D. A demand on any lessee by assignee for the payment of the rent on any default claimed by assignee shall be sufficient warrant to the lessee to make future payment of rents to Assignee without the necessity for further consent by Assignor.

C. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

B. This assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Assignor and Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts or actions of Assignee. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor with interest at the default rate provided in the Note immediately upon written demand.

A. Should Assignor fail to make any payment or to do any act as herein provided for, then Assignee, but without obligation so to do, and without releasing Assignor from any obligation hereof, may take or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Assignor.

5. Agreement of Assignor

written request by Assignee to do so, a written statement containing the names of all lessees of the Property or any part thereof, the terms of their respective leases, the spaces occupied and the rentals payable thereunder; (vi) exercise within five (5) days of the written demand therefor by Assignee any right to request from the lessee under any of the leases a certificate with copies of any notices of default which Assignor may at any time forward to any lessee of the Property or any part thereof; and (vii) pay immediately upon written demand all sums expended by Assignee under the authority hereof, together with interest thereon at the default rate provided in the Note.

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6. Default. Upon, or at any time after, default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein or in the Note or the Loan Documents, Assignee may, at its option, from and after the notice and expiration of applicable period of grace, if any, and without regard to the adequacy of the security for the indebtedness hereby secured, either in person, or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate the property or any part thereof; and do any acts which Assignee deems proper to protect the security hereby, and either with or without taking possession of said property, in the name of Assignor or in its own name sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the property. The entering upon and taking possession of said property or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not

7. In the event any lessee under the leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the leases assigned hereby, the assignor covenants and agrees that if any of the leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such lease will be made payable both to Assignor and Assignee. The assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Assignee may elect.

8. Beneficiary hereby irrevocably appoints Assignee as its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of beneficiary, from and after the service of the notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject property, and at Assignee'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 otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessee of the subject property are hereby expressly authorized and directed to pay all and all amounts due Assignor pursuant to the leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessee who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

9. any part of the property to pay all unpaid rents agreed upon in any tenancy to Assignee upon receipt of written demand from Assignee to pay the same, and Assignor hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

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E. In the event any one or more of the provisions contained in this Assignment or in the Note, or in the Loan Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

D. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.

C. As used herein the singular shall include the plural as the context requires, and all obligations of each assignor shall be joint and several.

B. The covenants of this Assignment shall bind the Assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, lessees and sub-lessees of the property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns.

A. This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

5. Miscellaneous

8. Defeatance. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein, or collect upon, but not prior to accrual, all rents, issues, profits and advances from the property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms or conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

7. Assignee's Right to Exercise Remedies. No remedy conferred upon or reserved to Assignee herein or in the Loan Documents or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Note or the Loan Documents, contained shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued jointly, successively or together against the Assignor and/or the Property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power, or acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of said rents, and will, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

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COOK COUNTY

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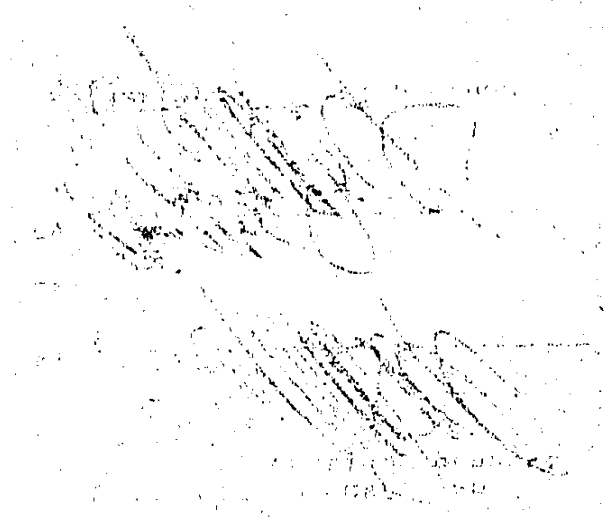
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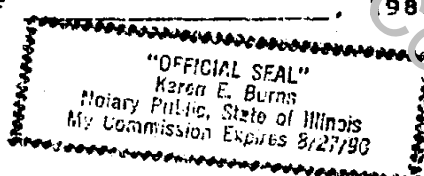
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STATE OF ILLINOIS )  
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COUNTY OF C O O K )

*Karen E. Burns*

I, Karen E. Burns, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Elizabeth G. Burns, as VICE PRESIDENT President and Julia M. Burns, as ASSISTANT SECRETARY Secretary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under Trust Agreement dated May 6, 1982, and known as Trust No. 55185, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT President and ASSISTANT SECRETARY Secretary of said Bank, 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 for the uses and purposes therein set forth; and said ASSISTANT SECRETARY Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the corporate seal of said Bank to said instrument as his 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 NOV 21 day of 1983.



*Karen E. Burns*  
\_\_\_\_\_  
Notary Public

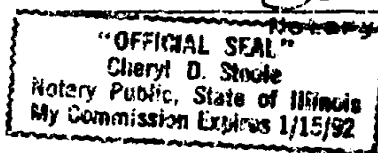
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• COOK COUNTY RECORDER

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I, Cheryl D. Stuck, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Ray Z. Baxter and Walter Chicago Corp., General Partner of MALLERS-CHICAGO LIMITED PARTNERSHIP, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of MALLERS-CHICAGO LIMITED PARTNERSHIP, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of November, 1983.



*Cheryl D. Stuck*  
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Notary Public

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EXHIBIT A - LEGAL DESCRIPTION

Lots 1, 2, 3, 4, 5 and 6 in Wright and Others Subdivision of Lots 2 and 3 in Block 1 in Fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 17-15-101-017

Volume: 510

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EXHIBIT B  
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F. MART & SON  
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CLARK, INC.  
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MS 318  
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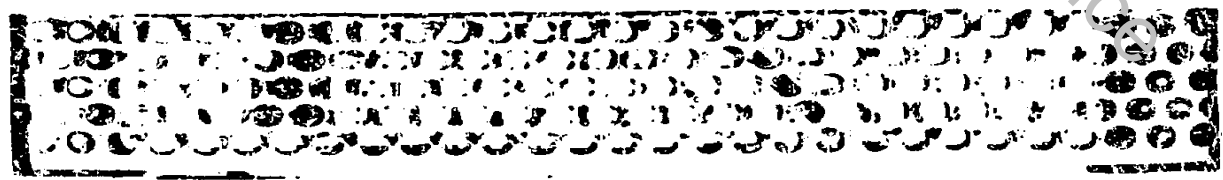
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B & F JEWELERS 124

502 1  
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ART MORGAN CRYSTALS 125

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DEBORA S. LAWSON 126

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CORBYNE JEWELERS 127

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SALVATORE GOLD & SILVER 128

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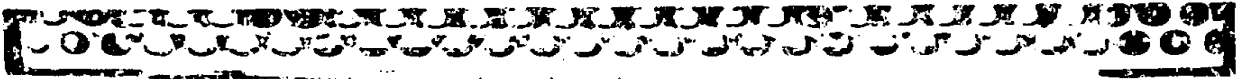
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 PAPER INC. 109  
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 P. WAGNER, INC.  
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 SIGN B-C GRAPH INC.  
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 DR. WFB. JEWELLERS  
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CITIZENS SAVINGS OF ILLINOIS  
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MORRIS CONTRACTOR  
117

00 444 2  
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DR. DR. BILLORE  
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GEORGE CORLIS  
210

00 444 2  
THERM KEY -->  
GEORGE LIPPERTS LTD.  
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WARRING IMPRINT, LTD.  
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00 412 1  
TENDRY REV -->  
KORAN CO. 106

00 416 3  
TENDRY REV -->  
MORGAN JEWELRY, INC.  
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LAWRENCE BROS MATON-LEON, CO  
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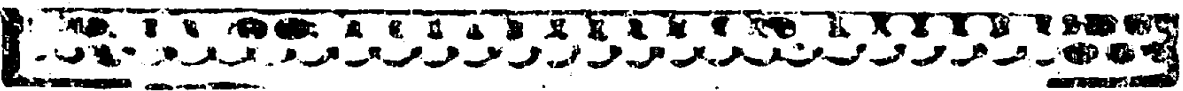
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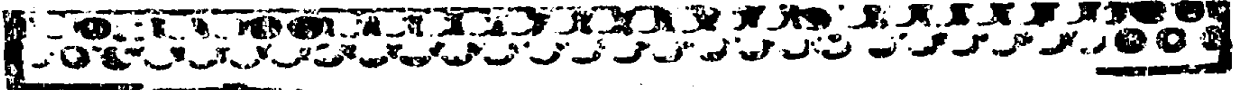
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FD 0 DIVISION OF TREASURY

FD 011 Billing Card

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CHICAGO JEWELRY SHOP  
319

00 012 2  
TREASURY DEPT -->  
ALERT SERVICE  
319

00 014 2  
TREASURY DEPT -->  
REARMS FRESH MARKET  
376

00 015 2  
TREASURY DEPT -->  
BRYANTONAL SERVICE LTD.  
329

00 016 1  
TREASURY DEPT -->  
CORLETT & CO., INC.  
107

00 018 2  
TREASURY DEPT -->  
MILBURN WAGES  
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CORLETT & CO., INC.  
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RENTAL REV -->  
BERRY PAPERBROS METALS, INC.  
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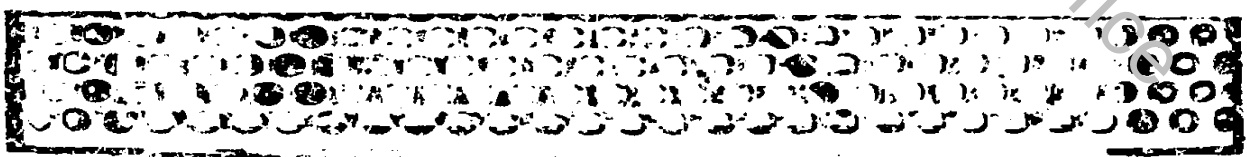
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 B. LONG & SON 210  
 CO 1003 TERRY KEY 4  
 B & H WATCH REPAIR SERVICE 301  
 CO 1004 TERRY KEY 1  
 CHARLES WALKER & CO. 212  
 CO 1006 TERRY KEY 1  
 PAUL BLEIER, INC. 213  
 CO 1009 TERRY KEY 2  
 H. HALLBERT & P. HALLBERT 301  
 CO 1011 TERRY KEY 2  
 PETER PHALOPALOS 374  
 CO 1012 TERRY KEY 3  
 CHICAGO FININGS, INC. 346

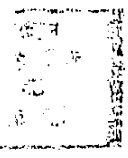
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JACK BLAKE FURB  
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00 1203 1  
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CLARE TOWNS, INC.  
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J.A. SUBSTITUTION COMPANY  
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BANK OF AMERICA, INC.  
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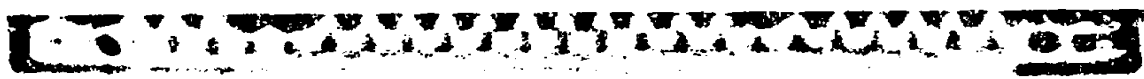
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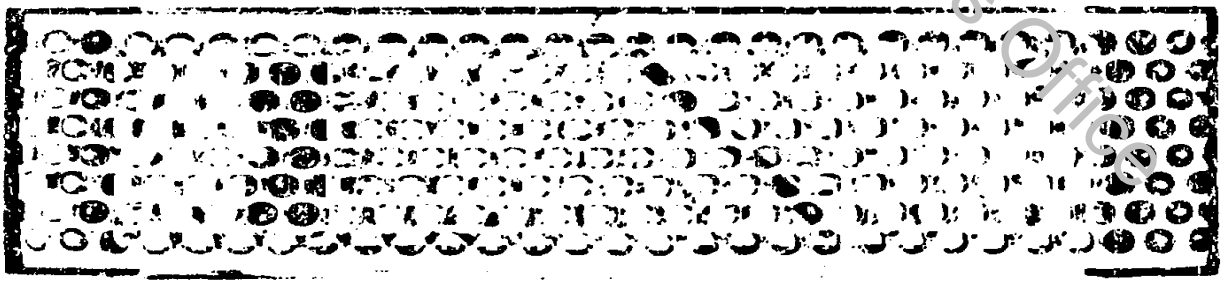
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← TRUST KEY →	
UNITED STATES INDC CORP.	104
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PETER BIRNBA	193
03 PAWA 2	
← TRUST KEY →	
P. B. J. INTL. SEALSIDE INCORP.	379
03 0050 1	
← TRUST KEY →	
NON-EMERGES	317
03 L000 1	
← TRUST KEY →	
WALLER FINANCIAL CORP.	106
03	
	Grand Total

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