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COLLATERAL
ASSIGNMENT OF LESSOR'S INTEREST IN LEASE - BENEFICIARY

THIS ASSIGNMENT, made this 15th day of December, 1988, by DUTCH ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership whose sole general partner is Thomas Wieringa, residing at or having an office at 7830 West 71st Street, Bridgeview, Illinois 60455 (herein called "Assignor"), to AMERICAN GENERAL LIFE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Texas, having its principal office c/o American General Investment Corporation, P.O. Box 1375, Houston, Harris County, Texas 77251, Attention Senior Vice President (herein called "Assignee"); Assignor owns one hundred percent (100%) of the beneficial interest under that certain Trust Agreement dated August 25, 1988, with Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust No. 1092049 ("Trustee"), but has no legal or equitable interest in the real estate hereinafter described.

W I T N E S S E T H:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, and assigns to the Assignee all of the right, title and interest of Assignor in and to all leases whether now existing or hereafter entered into covering all or any portion of any improvements erected on the property described on Exhibit "A" attached hereto; TOGETHER WITH ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF AND ALSO TOGETHER WITH ANY AND ALL GUARANTEES OF THE LESSEE'S OBLIGATIONS UNDER ANY THEREOF AND UNDER ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF. Each of said Leases together with any and all guarantees, modifications, extensions, and renewals thereof is hereinafter referred to as the "Lease".

FOR THE PURPOSE OF SECURING:

ONE: Payment of all sums now or at any time hereafter due to the Assignee and secured by a certain mortgage (the "Mortgage") made by the Trustee to the Assignee of even date herewith and recorded or to be recorded at or prior to the recording of this Assignment,

TWO: Performance and discharge of each and every obligation, covenant and agreement of Trustee contained herein or in the Mortgage or any note or bond secured thereby.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES WITH RESPECT TO THE LEASE:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Lease by Lessor to be performed, to give prompt notice to the Assignee of any notice of default on the part of Assignor with respect to the Lease received from Lessee, together with an accurate and complete copy of any such notice; at the sole cost and expense of Assignor, to enforce, short of termination of the lease, or secure the performance of each and every obligation, covenant, condition and agreement of the Lease by the Lessee to be performed; not to modify or in any way alter the terms of the lease; not to terminate the term of the Lease and not to accept a

This instrument prepared by K. Gregory Erwin of the law offices of Dow, Cogburn & Friedman, Nine Greenway Plaza, Suite 2300, Houston, Texas 77046, (713) 626-5800.

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Mail to:

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surrender thereof; not to anticipate the rents thereunder more than thirty (30) days in advance, or to waive, excuse, condone or in any manner release or discharge the Lessee thereunder of or from the obligations, covenants, conditions and agreements by the Lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Assignee all Assignor's right, power and authority to modify or in any way alter the terms or provisions of the Lease, or to terminate the term or accept a surrender thereof or release or discharge of the Lessee thereunder, and any failure of Assignor to comply with the covenants of this Paragraph A.1 or any attempt on the part of Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first had and obtained shall constitute an "Event of Default" (as defined in the Mortgage.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of Lessor, Lessee or a guarantor thereunder, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee may appear.

3. That should Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the 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 the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Lessor in the Lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at eighteen percent (18%) per annum, and the same shall be added to the said indebtedness and shall be secured hereby and by the said mortgage or deed of trust.

5. That Assignor will not transfer or convey to the Lessee the fee title to the demised premises unless the Lessee assumes in writing and agrees to pay the debt secured hereby in accordance with the terms, covenants and conditions of the said note or bond secured by said mortgage or deed of trust.

6. Assignor hereby covenants and warrants to the Assignee that (a) other than the lease assignment to Assignor's construction lender that will be extinguished at the closing of the loan contemplated hereby, Assignor has not executed any prior Assignment of the Lease or of its right, title and interest therein or the rentals to accrue thereunder; (b) Assignor has not performed any act or executed any instrument which might prevent the Assignee from operating under any of the terms and conditions hereof, or which would limit the Assignee in such operation; (c) Assignor has not accepted rent under the Lease for any period subsequent to the current period for which rent has already become due and payable; (d) there is no default now existing under the Lease, and (e) Assignor has not executed or granted any

modification or amendment whatever of the Lease either orally or in writing and that the Lease is in full force and effect.

B. IT IS MUTUALLY AGREED WITH RESPECT TO EACH LEASE THAT:

1. So long as there shall exist no Event of Default (as defined in the Mortgage), Assignor shall have the right to collect upon but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. Upon or at any time after the occurrence of an Event of Default, Assignee may exercise all rights and remedies contained in said Mortgage and without regard for the adequacy of 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 said demised premises or any part thereof, make, enforce, modify, and accept the surrender of, leases, obtain and evict tenants, fix or modify rents, and do any acts which the Assignee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Assignee may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any Event of Default or waive, modify or affect notice of default under said Mortgage or invalidate any act done pursuant to such notice.

3. The 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 Lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Lease 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 Lease; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, together with interest thereon at eighteen percent (18%) per annum, shall be secured hereby and by the said Mortgage, and Assignor shall reimburse the Assignee therefor immediately upon demand.

C. IT IS FURTHER MUTUALLY AGREED THAT:

1. The liability of Assignor, the beneficiary of the Assignor, and the general partner of the beneficiary of Assignor under this Assignment of Lessor's Interest in Lease is limited in the manner and to the extent as set forth in the "Guaranty" (as defined in the Mortgage).

2. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to keep leased at a good and sufficient rental all the premises described in the Mortgage and upon demand to transfer and assign to the Assignee any and all subsequent leases upon all or any part of such

premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Assignee, upon demand, any and all instruments that may be necessary or desirable therefor, but the terms and provisions of this Assignment shall apply to any such subsequent lease whether or not so assigned and transferred.

3. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of said Mortgage, unless there shall have been recorded another mortgage or deed of trust in favor of the Assignee covering the whole or any part of the leased premises, this assignment shall become and be void and of no effect.

4. This assignment inures to the benefit of the named Assignee and its successors and assigns, and binds the Assignor and Assignor's heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Lease" as used herein means not only the Lease hereby assigned or any extension or renewal thereof, but also any lease subsequently executed by Assignor covering the demised premises or any part thereof. In this assignment, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

5. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by registered mail addressed as follows:

TO ASSIGNOR at the address appearing above unless a different address is furnished below.

TO THE ASSIGNEE, c/o American General Investment Corporation, P.O. Box 1375, Houston, Texas 77251, Attention Senior Vice President.

Such addresses may be changed from time to time by either party by serving notice as above provided.

ADDRESS OF ASSIGNOR:

Attention: Thomas P. Wieringa
7830 West 71st Street
Bridgeview, Illinois 60455

DUTCH ASSOCIATES LIMITED PARTNERSHIP, AN Illinois limited partnership, by its undersigned sole general partner

By _____
Thomas Wieringa

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THE STATE OF ILLINOIS §
§
COUNTY OF Cook §

BEFORE ME, the undersigned authority, on this day personally appeared THOMAS WIERINGA, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this 15th day of December, 1988.

TYPE, PRINT OR STAMP NAME
OF NOTARY AND COMMISSION
EXPIRATION DATE BELOW

Patrice Marcell Anderson
Notary Public in and for
The State of Illinois

AG1150
120588

"OFFICIAL SEAL"
PATRICE MARCELL ANDERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/29/90

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EXHIBIT "A"

Dutch Associates Limited Partnership

THAT PART OF LOTS 2 AND 3 AND THAT PART OF VACATED 70TH STREET IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 AND THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SECTION 24; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 24, A DISTANCE OF 1273.17 FEET FOR THE POINT OF BEGINNING; THENCE EAST ALONG THE SOUTH LINE OF SECTION 24, 366 FEET TO A POINT 980 FEET WESTERLY BY RECTANGULAR MEASUREMENT FROM THE WESTERLY LINE OF THE 66 FOOT RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE NORTHERLY AND PARALLEL TO SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 793 FEET TO A POINT; THENCE EASTERLY PARALLEL TO THE SOUTH LINE OF SAID SECTION 24, 725 FEET TO A POINT 255 FEET WEST OF THE WEST LINE OF SAID RAILROAD RIGHT OF WAY; THENCE NORTH ALONG A LINE 255 FEET WEST OF THE WEST LINE OF SAID RAILROAD RIGHT OF WAY TO A POINT 22 FEET SOUTH OF THE SOUTH LINE OF GILBERT AND WOLF'S BRIDGEVIEW GARDENS UNIT NUMBER 2, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MAY 16, 1950 AS DOCUMENT 14802850; THENCE WEST ALONG A LINE 22 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID GILBERT AND WOLF'S BRIDGEVIEW GARDENS UNIT NO 2, A DISTANCE OF 1195 FEET TO A LINE DRAWN 1176.17 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 24; THENCE SOUTH ALONG SAID PARALLEL LINE 396.10 FEET TO A POINT; THENCE EAST ON A LINE DRAWN 911.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 24, A DISTANCE OF 97.00 FEET TO A POINT ON A LINE DRAWN 1273.17 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 24, THENCE SOUTH ALONG SAID PARALLEL LINE 911.00 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE SOUTH 33 FEET THEREOF AND EXCEPT THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS):

BEGINNING AT THE INTERSECTION OF SAID LINE 255.0 FEET WEST OF THE WEST LINE OF SAID RAILROAD RIGHT OF WAY AND SAID LINE 22.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GILBERT AND WOLF'S BRIDGEVIEW GARDENS UNIT NUMBER 2 AFORESAID; THENCE NORTH 89 DEGREES 36 MINUTES 23 SECONDS WEST ALONG SAID LINE 22.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF GILBERT AND WOLF'S BRIDGEVIEW GARDENS UNIT NUMBER 2 FOR A DISTANCE OF 436.05 FEET; THENCE SOUTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHERLY AND HAVING A RADIUS OF 547.0 FEET FOR A DISTANCE OF 139.56 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 81 DEGREES 10 MINUTES 23 SECONDS EAST); THENCE SOUTH 74 DEGREES 50 MINUTES 07 SECONDS EAST 40.0 FEET; THENCE EASTERLY ALONG AN ARC OF A CIRCLE CONVEX SOUTHERLY AND HAVING A RADIUS OF 427.73 FEET FOR A DISTANCE OF 264.12 FEET TO SAID LINE BEING 255.0 FEET WEST OF THE WEST LINE OF RAILROAD RIGHT OF WAY (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 88 DEGREES 00 MINUTES 10 SECONDS EAST); THENCE NORTH 00 DEGREES 17 MINUTES 40 SECONDS EAST ALONG THE LAST DESCRIBED LINE 19.77 FEET TO THE POINT OF BEGINNING AND EXCEPT THEREFROM THAT PART OF THE NORTH 810.0 FEET OF THE SOUTH 843.0 FEET LYING WEST OF A LINE 1020.0 FEET WESTERLY BY RECTANGULAR MEASUREMENT FROM THE WESTERLY LINE OF THE 66 FOOT RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; AND EXCEPT THEREFROM THAT PART THEREOF LYING WEST OF A LINE 1323.17 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 24) IN COOK COUNTY, ILLINOIS.

PIN# 18-24-302-017

7824 W. 71st Street
Bridgeview, Ill.