rea003/00491-0/82 [illegible]
6/24/87 - 1275

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ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS: $[redacted]

FOR VALUE RECEIVED, the undersigned, AVENUE BANK AND TRUST COMPANY OF OAK PARK, not individually or personally, but solely as Trustee under Trust Agreement dated August 23, 1968 and known as Trust No. 637 ("Assignor"), hereby sells, assigns, transfers and sets over unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, its successors and assigns ("Secured Party"), all of the rents, issues, profits and income whatsoever arising from or which may be had under that certain lease dated June 2, 1969 as amended June 25, 1987, between Assignor and Sokol and Company and any other leases or tenancies now existing or which may be hereafter created (and under any extensions or renewals thereof) (collectively the "Lease") on the real estate situated in the County of Cook, State of Illinois, described in Exhibit A attached hereto and by this reference made a part hereof, and the buildings and improvements now or hereafter located thereon; said real estate, buildings and improvements being hereinafter referred to as the "Premises", as additional collateral security for:

(a) (i) the payment of the indebtedness secured by a certain Mortgage, Assignment of Rents and Security Agreement of even date herewith from Assignor to Secured Party (said document, as the same may hereafter be amended, modified or supplemented, is hereinafter called the "Mortgage"), including without limitation, the indebtedness now or hereafter evidenced by the Note (as defined in the Mortgage) in the principal amount of Nine Hundred Thousand Dollars ($900,000), and (ii) the payment and performance of all of the covenants, representations, terms and conditions of the Mortgage; and

(b) the payment and performance of all of the covenants, warranties, representations, terms and conditions of the other documents and instruments securing the indebtedness evidenced by the Note (the "Loan Documents").

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 Secured Party of any such lease on the part of Assignor or the landlord to be observed and performed thereunder. Assignor will not, without the prior written consent of Secured Party, (a) accept any payment of rent or installments of rent (other than security deposits not to exceed the amount of one (1) month's rent) for more than one (1) month in advance 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. As used in this Assignment of Rents and Leases (this "Assignment") the terms "lease" and "leases" shall include, without limitation, all agreements for the management, maintenance, or operation of any part of the Premises.

TO

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:
IRA J. SWIDLER
~~Amy L. Kurland~~, Esq.
Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606-3693
Box _____

~~DOCK 333 - CC~~

D3

REKECORDED TO COMPLETE NOTARY.

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It is agreed that the Assignor shall be entitled to collect and retain the rents, issues and profits of and from the Premises or any part thereof unless and until the occurrence of a default or an Event of Default under the Mortgage or the Note, or there shall be a default in the performance or observance of any of the other covenants, warranties, representations, terms and conditions of any of the Loan Documents other than this Assignment which shall continue beyond any grace or cure period, or there shall be a failure to perform or observe any covenant, warranty, term or condition hereof (each of the foregoing being deemed a "Default" hereunder). In the event of such Default, Secured Party shall be entitled forthwith without any notice whatsoever to Assignor to take possession and control of the Premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income therefrom, with full power to employ agents to manage the Premises, and to do all acts relating to such management, including, but not limited to, negotiation of new leases thereon, making adjustments of existing leases, contracting and paying for such repairs and replacements to the buildings and features, equipment and personal property located therein and used in any way in the operation, use and occupancy of the Premises as in the sole judgment and discretion of Secured Party may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of Secured Party may be necessary to maintain a proper rental income from the Premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying all other necessary expenses incurred in the operation of the Premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor and applying the net rents, issues, profits and income so collected from the Premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of Secured Party, in connection with the operation of the Premises, and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Note, the Mortgage and the Loan Documents (or any of them).

In the event of a Default, Assignor agrees to endorse and deliver to Secured Party 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 Secured Party, as aforesaid, this Assignment shall be deemed to be an assignment of all such leases to Secured Party. The provisions hereof shall not limit the effect of any assignments of particular leases in fact given to Secured Party by Assignor.

Assignor irrevocably directs that the lessees under the leases, upon demand and notice from Secured Party of Assignor's Default, pay said rents and other amounts due under the leases to Secured Party without liability of said lessees for the determination of the actual existence of any default claimed by Secured Party. Assignor hereby authorizes Secured Party to give notice in writing of this Assignment at any time to any lessee under the leases. Assignor hereby irrevocably authorizes and directs said lessees, upon receipt of any notice from Secured

Party stating that a Default exists and that payments are due under, or performance of certain obligations are required pursuant to any of the terms, covenants, or condition of the Loan Documents, to pay to Secured Party the rents and other amounts due and to become due under the leases or to perform such obligations as requested by Secured Party.

It is further understood that this assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Secured Party, nor for the performance of any of the terms and conditions of any leases assigned hereunder, nor shall it operate to make Secured Party 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 acceptance of this Assignment and the collection of the rents hereby assigned in the event of a Default, as referred to above, shall be without prejudice to and shall not constitute a waiver on the part of Secured Party of any of Secured Party's rights or remedies under the terms and conditions of the Note, the Mortgage or the Loan Documents, at law or in equity, or otherwise.

Assignor hereby assigns to Secured Party (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 of any part of the Premises in lieu of rent. Assignor hereby irrevocably appoints Secured Party as its attorney-in-fact to appear in any such proceeding and/or to collect any such award or payment.

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

The remedies of Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Secured Party so long as any obligation under the Note, the Mortgage or the Loan Documents remains unsatisfied.

This Assignment was executed and delivered in, and shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

All rights of Secured Party 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 the Secured Party 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 Secured Party 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 the original or any intervening Secured Party 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.

This Assignment is executed by Avenue Bank and Trust Company of Oak Park, not individually or personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee, in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed by Secured Party that nothing contained herein shall be construed as creating any liability on said Trustee in its individual capacity, all such liability, if any, being expressly waived.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed by its duly authorized representatives as of the 25th day of June, 1987.

Avenue Bank and Trust Company of Oak Park, not individually or personally but solely as Trustee as aforesaid

By: William E. Tierney
Asst. Vice President
William E. Tierney

ATTEST:
Norma J. Haworth
Its: Land Trust Off~~Secretary~~
NORMA J. HAWORTH
[SEAL]

637

ADDRESS OF THE PREMISES:

5315 South Dansher Road
Countryside, Illinois 60525

PERMANENT REAL ESTATE INDEX NUMBERS:

18-09-416-049
18-09-416-050
H.E.O.

1987 JUN 25 PM 1:10

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, FLORENCE WHITE, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM E. TIERNEY, ASST VICE President and ANNA T. CHAVORTH, LAND TRUST OFFICER ~~Secretary~~ of Avenue Bank and Trust Company of Oak Park who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and LAND TRUST OFFICER ~~Secretary~~, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes therein set forth; and said ~~Secretary~~ then and there acknowledged that she, did affix the seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as trustee as aforesaid for the uses and purposes therein set forth.

ASST. VICE

LAND TRUST OFFICER

GIVEN under my hand and Notarial Seal this 25th day of JUNE, 1987.

Florence White
Notary Public

(S E A L)

My Commission Expires: My Commission Expires 12/11/89

rea002/00498-5/22195/iota
6/19/87 - 1182

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Exhibit A

Legal Description

LOT 'C' OF THE RESUBDIVISION OF LOT 4 OF DANSHER INDUSTRIAL PARK, COUNTRYSIDE, ILLINOIS, OF TRACT 2, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON THE RESUBDIVISION PLAT THEREOF FILED JUNE 28, 1968 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 20535220, ALL IN COOK COUNTY, ILLINOIS.

H.E.O.
18-09-416-050.

DEPT-01 RECORDING $16.30
T#2222 TRAN 1152 01/29/88 10:24:00
#3376 # B *-88-043811
COOK COUNTY RECORDER

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MAIL