3 5 2 88233026

0351A
3/16/88

COLLATERAL ASSIGNMENT OF
LEASES, RENTS AND INCOME

$16.00

THIS ASSIGNMENT, made this 25th day of May, 1988, by DON'S HOSPITALITY CORPORATION, as Assignor, to NBD SKOKIE BANK, N.A., having its principal place of business in Skokie, Illinois, as Assignee;

W I T N E S S E T H T H A T:

WHEREAS, Assignor, to evidence and secure a loan indebtedness, has made and delivered to Assignee a promissory note of even date herewith in the principal amount of $2,000,000.00 and Promissory Note of even date herewith in the principal amount of $1,000,000.00, payable as in the note provided, with interest as therein expressed, and Assignor has executed and delivered a Mortgage (it being agreed that "mortgage" as hereinafter used shall be construed to mean "deed of trust" or "trust deed" or "deed to secure debt" if the context so requires) bearing the aforesaid date to secure said notes on certain real estate in the County of Cook, State of Illinois, more particularly described as follows:

See Exhibit "A" attached hereto and by express reference made a part hereof.

including the improvements now or hereafter thereon and the easements, rights and appurtenances thereunto belonging, all of which with said real estate being hereinafter called the "mortgaged premises"; and

WHEREAS, Assignee has required the assignment hereinafter made as a condition to making the above loans;

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said notes (hereinafter collectively referred to as "Note") and

THIS INSTRUMENT PREPARED BY: & Mail To:
MARTIN W. SALZMAN
Two First National Plaza
Suite 1100
Chicago, Illinois 60603

Address: 9333 Skokie Boulevard
Skokie, Illinois

P.I.N.'s 10-15-115-020
10-15-115-017

BOX 333 — TH

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the mortgage and any and all amendments, extensions and renewals thereof, all leases affecting the mortgaged premises, or any part thereof, all license agreements, all use and occupancy agreements, and all other agreements for the use of the mortgaged premises, now existing or which may be executed at any time in the future during the life of this Assignment, and all amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "leases," and all rents and other income which may now or hereafter be or become due or owing under the leases, and any of them, or on account of the use of the mortgaged premises, it being intended hereby to establish a complete transfer of all leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the mortgaged premises unto Assignee, with the right, but without the obligation, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such leases as may from time to time be designated by Assignee.

Assignor hereby appoints Assignee the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place and stead, to demand, collect, receipt and give complete acquittances for any and all rents and other amounts hereby assigned which may be or become due and payable by the lessees and other occupants of the mortgaged premises, and at its discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of any and all rents and other amounts herein assigned. Lessees of the mortgaged premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

Assignee 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 assigned hereunder, including the right to enter upon the mortgaged premises, or any part thereof, and take possession thereof forthwith to the extent necessary to effect the cure of any default on the part of Assignor as lessor in any of the leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the mortgaged premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums,

damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the mortgaged premises or of making same rentable, reasonable attorney fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on said note and the mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the mortgaged premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the leases, or for any waste of the mortgaged premises by the lessee under any of the leases or any other party, or for any dangerous or defective condition of the mortgaged premises or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any lessee, licensee, employee or stranger unless Assignee has taken possession of the mortgage premises.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and, with the covenants, warranties, and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said promissory note, and shall be binding upon Assignor and its heirs, legal representatives, successors and assigns, and any subsequent owner of the mortgaged premises.

Notwithstanding any provision herein to the contrary, prior to a default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement of Assignor contained herein, or in said

note or the mortgage, or in any of the leases, and until the expiration of any applicable cure periods, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month in advance, all rents and other income arising under the leases and from the mortgaged premises, and to enforce all provisions contained in the leases. Assignor shall render such accounts of collections as Assignee may reasonably require. The license herein given to Assignor shall terminate immediately upon default in payment of any indebtedness secured hereby or in the performance of any other obligation, covenant or agreement of Assignor contained in said note or the mortgage, or in this Assignment, or in any of the leases and the expiration of any applicable cure periods; and, upon written notice of Assignor's default at any time hereafter given by Assignee to any lessee by mailing same by United States registered mail, postage prepaid, addressed to the lessee named in the lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the lessee shall be paid and performed by the lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the mortgage. Any lessee of the mortgaged premises or any part thereof is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance and any payment so made prior to receipt by such lessee of notice of Assignor's default shall constitute a full acquittance to lessee therefor.

IN WITNESS WHEREOF, Assignor has executed these presents as of the day and year first above written.

DON'S HOSPITALITY CORPORATION

By: _____

DAVID STRANG

VICE PRESIDENT

ATTEST:

Pamela Madden

ASSISTANT Secretary

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

I, Roberta Gelik, a Notary Public in and for and residing in said County, in the state aforesaid, do hereby certify, that David F. Strang, Jr. and Pamela Thomas, Assistant Secretary, 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 Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said mortgage as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of May, 1988.

Roberta Gelik
Notary Public

My commission expires 12-08-91.
State of Ohio
Cuyahoga County

88233026

EXHIBIT A

That part of the North Half of Lot 2 lying West of the West line of Gross Point Road, except the West 50 feet thereof and that part of Lot 1 lying West of the West line of Gross Point Road, except the West 50 feet thereof and except that part of said Lot 1 lying Northerly of a line described as follows: Beginning at a point on a line 50 feet East of and parallel with the West line of Lot 1, said point being 27.0 feet South of the North line of Lot 1 (being also the South line of Emerson Street); thence Northeast a distance of 14.24 feet to a point on a line 17.0 feet South of the North line of said Lot 1, said point being 60.0 feet East of the West line of said Lot; thence Easterly 185.0 feet to a point 7.50 feet South of the North line of Lot 1; thence East along a line 7.50 feet South of and parallel to the North line of said Lot 1, 244.12 feet, more or less, to a point of curve, said point being 102.96 feet West of the Westerly line of Gross Point Road (as measured on a line 7.50 feet South of and parallel to the North line of Lot 1); thence Easterly along said curve, convex to the Northeast and having a radius of 84.0 feet, a distance of 63.33 feet to a point of tangency; thence Southeast along the tangent to the last described point, 17.55 feet to a point on the Westerly line of Gross Point Road, said point being 58.0 feet Southwest of the Northeast corner of said property (as measured on the Westerly line of said Road); all in Partition between the Heirs' of Michael Diederich of the Southwest Quarter of the Northwest Quarter of Section 15, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.