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Permanent Index No. 18-06-125-006

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made this 21st day of July, 1989, is by and between Chicago Heights National Bank, not individually, but solely as Trustee under a Trust Agreement dated September 10, 1987, and known as Trust No. 2161, whose address is 1030 Dixie Highway, Chicago Heights, Illinois, (hereinafter called "Borrower" and/or "Assignor"), and Federal Asset Management Consultants, Ltd., an Illinois corporation, whose address is Suite 200 South, 8500 Bryn Mawr, Chicago, Illinois (hereinafter called "Assignee").

EXCULPATION CLAUSE IS ATTACHED HERETO AND MADE A PART HERE OF

1. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower in, to and under all leases together with any and all future leases hereinafter entered into by any lessor affecting the subject property described in Exhibit "A" attached hereto and made a part hereof, and all guarantees, amendments, extensions and renewals of said leases and any of them, all of which are hereafter be or become due or owing under the leases, and any of them, or on account of the use of the subject property.

2. This Assignment is made for the purposes of securing:

(a) The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of Borrower of even date herewith in the

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principal sum of TEN THOUSAND AND 00/100 DOLLARS ($10,000.00) (the "Note") and secured by a certain Mortgage ("Mortgage") of even date herewith encumbering the subject property; and

(b) The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument 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 any other instrument constituting security for the Note.

3. Assignor covenants and agrees with Assignee as follows:

(a) The sole ownership of the entire Lessor's Interest in the Leases is vested in Borrower, and Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

(b) Those Leases listed on the Schedule of Leases in Exhibit "B" (if one be attached hereto) are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

(c) There are no leases of the subject property except those listed on the Schedule of Leases (if one be attached hereto).

(d) None of the Leases shall be materially altered, modified, amended, terminated, cancelled or surrendered nor any term or condition thereof be waived without the prior written approval of the Assignee.

(e) There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving or notice or lapse of time or both, would constitute a default under any of the Leases.

(f) Assignor shall give prompt written notice to Assignee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the Borrower, together with a complete copy of any such notice.

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(g) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

(h) Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

4. The parties further agree as follows:

(a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notice is sent to the Assignor in writing that a default has occurred, and has not been cured, under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereafter called the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the subject property.

(b) In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a written notice, receive and collect all such rents, income and profits as they become due, from the subject property and under any and all Leases of all or any part of the subject property. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

(c) Borrower hereby irrevocably appoints Assignee 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 Assignor, from and after the service of the written notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profit 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. Lessees of the subject property are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly

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relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

(d) From and after service of the Notice of any default that has not been cured, 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, income and profits assigned hereunder, including the right to Assignee or its designee to enter upon the subject property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the subject property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of the Notice of any default that has not been cured, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the reasonable costs of managing and operating the subject property and of any indebtedness or liability of Borrower 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 subject property or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine according to provisions of the Security Documents executed herewith. Assignee 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 the lessor under any of the Leases and does not assume any of the liabilities in connection with 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 subject property, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the subject property or for any negligence in the management, upkeep, repair or control of the subject property resulting in loss or injury or death to any lessee, license, employee or stranger.

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(e) Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a wavier of any subsequent or other default or failure, whether similar or dissimilar.

5. The rights and remedies of Assignee under this Agreement are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

6. if any term of this Assignment, or the application thereof to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law..

7. All notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed, postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail.

8. The term "Assignor", "Assignee", and "Borrower" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as 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.

9. This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, 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.

10. The Assignee shall have the right to make an assignment or otherwise transfer its rights under this Assignment to any person or entity without the prior consent of the Assignor.

11. This instrument is signed by the Chicago Heights National Bank, not personally, but solely as Trustee, as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Chicago Heights National Bank are undertaken by it solely as Trustee, as made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or enforceable against the Chicago Heights National Bank

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by reason of any of the terms, provisions, stipulations, covenants, conditions and/or statements contained in this instrument.

Chicago Heights National Bank
as Trustee under Trust No. 2161

BY: _____
Its President

ATTEST:

BY: _____
Its Senior Vice President and Cashier

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STATE OF Illinois)
) ss
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State, do hereby certify that ~~Chicago Heights National Bank~~ Scott Hunter, personally known to be to be the President, not personally, but as Trustee under Trust No. 2161 and of The Chicago Heights Natl.Bank R. Tucker, personally known tome to be the Sr. Vice President and Cashier, of The Chicago Heights National Bank, of said bank and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Sr.Vice Pres. & Cashier of said bank that they signed and delivered the said instrument as President and Sr. Vice Pres. & Cashier as their free and voluntary act, and as the free and voluntary act of the bank for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of September, 1989.

Tassie Kouchis
Notary Public

My Commission Expires:

OFFICIAL SEAL
TASSIE KOUCHIS
Notary Public, State of Illinois
My Commission Expires 11-21-92

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 6 in Block 12 in Jefferson Gardens, a Subdivision of part of the West 1/2 of Section 6, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook COunty, Illinois, as shown by Plat of Subdivision recorded August 17, 1928 as Document 10457275

DEPT-01 RECORDING $19.25
T#2222 TRAN 0511 09/15/89 14:12:00
#5976 # B *-89-436343
COOK COUNTY RECORDER

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EXCULPATION CLAUSE

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings, and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Heights National Bank in Chicago Heights, Illinois, or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

The Chicago Heights National Bank in Chicago Heights,

Not individually, but solely as Trustee under Trust No. 2161

By Tassie Kouchis
ASST Trust Officer

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Form TR-8
Kail Enterprises

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19.25

Return to: Thomas W. Murphy
Johnson, Cusack & Bell Ltd.
222 No. La Salle St. - Suite 2200
Chicago, Illinois 60601