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ASSIGNMENT OF RENTS AND LEASES

This Indenture made this 22nd day of November, 1989, by and between FIRST NATIONAL BANK OF NILES, as Trustee under Trust Agreement dated November 16, 1989 and known as Trust Number 528, (hereinafter referred to as "Borrower") and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Borrower is justly indebted to Lender and in evidence of such debt, has executed and delivered to Lender an Adjustable Rate Note ("Note") in the principal amount of Three Hundred Ninetyfive Thousand (\$395,000) Dollars secured by a Mortgage of even date herewith covering real estate in Cook County, Illinois and related fixtures, equipment and personal property (hereinafter referred to as "Premises") described in Exhibit "A" attached hereto and by this reference made a part bereof;

NOW, THEREFORE, in consideration of the loan referred to above, Borrower hereby grants, transfers and assigns unto Lender all the right, title and interest of Borrower in and to all of the easements, rents, issues, profits, revenues, royalties, rights and benefits (herein collectively recered to as "Rents") of and from the Premises, and to that end. Borrower hereby transfers and assigns unto Lender all leases of all or part of the Premises now existing or hereafter made, executed or delivered, whether oral or written, together with any and all genewals, extensions and modifications thereof and any guarantees of the Lessee's obligations under any thereof (all of said leases, together with such guarantees, modifications and extensions, hereinafter collectively referred to as the "Leases") for the purpose of securing the payment of the Note, the Mortgage or this Assignment, however and whenever incurred, whether direct or indirect, absolute or contingent, due or to become due, including any and all extensions, modifications or renewals of the Note, the Mortgage or this Assignment or any debt or liability arising thereunder (herein collectively referred to as the "Debts").

This Assignment shall be in full force and effect until the Debts shall have been fully paid and satisfied.

Borrower hereby authorizes and empowers Lender to collect any and all Rents as they become due and to take such measures, legal or equitable, as may be necessary to enforce collection, and hereby directs each and all of the Lessees of the Premises, or any part thereof, to pay any such Rents as may now be due or shall hereafter become due to Lender upon demand by Lender. It is understood and agreed, however, that no such demand shall be made unless and until there is an event of default under the Note and Mortgage, after the notice therein required. Lessees shall pay the Rents to Lender upon such demand without further inquiry, and payment to Lender

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shall be a full defense by any such Lessee to any claim for the Rents by Borrower, regardless of any defense or counterclaim Borrower might have against Lender. Until such demand is made, Borrower is authorized to collect the Rents; provided, however, Borrower shall not collect any Rents more than one month in advance without the written consent of Lender, except for customary deposits as security for the performance of the Lessees thereunder (herein the advanced payment of the final month's Rent under a lease if the same be intended as, or in lieu of, a security deposit shall be considered a security deposit).

This Assignment shall inure to the benefit of Lender as holder of the Note, and to Lender's assigns and successors in interest.

IN JUNESS WHEREOF, FIRST NATIONAL BANK OF NILES, not personally but as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its assistant Secretary, the day and year first above written.

> NATIONAL BANK OF NILES personally, but as Trustee under Trust Dated November 16, 1989 and known as Trust No. 528

K.V. Troken

Attest:

Assistant Secretary Trust Officer

Kathleen A. Nellessen

COUNTY OF C 0 0 K

STATE OF ILLINOIS) SS

C/O/A/SO/FICO I, the undersigned, a Notary Public in and for said County, DO HEREBY CERTIFY THAT K.V. Troken, Vice the undersigned President of FIRST NATIONAL BANK OF NILES, and Kathleen A nellessen Assistant Sakretary of said Company, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such Vice President and 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, as Trustee as aforesaid, for the uses and purposes

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therein set forth; and as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 22nd day of November, 1989.

My Commission Expires:____

OFFICIAL SEAL FRANCES E. GAST NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 7/1/92

Assignment of Rents and Leases
This Mortgage is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned thereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on the undersigned personally to pay the said Note or any interest that may acrue thereon, or any indebtedness accruing hereunder, or to perform any convenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned and its successors personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note the Clarks Office provided or by action to enforce the personal liability of the guarantor, if any.

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EXHIBIT "A"

LEGAL DESCRIPTION

Lots 22 and 21 in Block 4 in Subdivision of the West 1/4 of Lots 11 and 12 in the School Trustee's Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N.: 13-16-425-025

Droperty Ox Coot C Folian Josephson Essoc Thunak Tecson Kienten Feinberg MASSO + JOSEPHSON PC 225 W. Washinston St. ONO III WOLDS SH-1300/525

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