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ASSIGNMENT OF LEASES AND RENTS

$21.00

THIS ASSIGNMENT made as of December 20, 1989 by American National Bank and Trust Company of Chicago, a national banking association, not personally, but as Trustee under Trust Agreement dated December, 1989 and known as Trust No. 11-0027-06 (the "Trust"), and by Willson Graphics, Inc. of the State of _____, County of _____ being hereinafter collectively called "Borrower") to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter called the "mortgagee" or "American").

WHEREAS, Borrower, as sole beneficiary of the Trust, has caused the Trust to give to American its promissory note (the "note") in the principal sum of $ 360,000.00 due on or before December 31, 1994;

WHEREAS, Borrower has further caused the Trust to deliver its mortgage (the "mortgage") to secure the note, which mortgage conveys the premises (the "premises") described in Exhibit A hereto; and

WHEREAS, Borrower and Trustee (hereinafter sometimes collectively called the "undersigned") are desirous of further securing the note.

NOW, THEREFORE, the undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the mortgagee, and in consideration of the sum of ONE DOLLAR ($1.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign and transfer unto the mortgagee all leases of the premises, or any part thereof, together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the mortgagee under the powers herein granted, together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements, and all the avails thereof, to the mortgagee, and Borrower does hereby appoint irrevocably the mortgagee its true and lawful attorney in its name and stead (and the Trust hereby authorizes mortgagee) (with or without taking possession of the premises), to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon

such terms, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the premises, with the same rights and power and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the mortgagee would have upon taking possession of the premises pursuant to the provisions hereinafter set forth.

The undersigned represent and agree that no rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned. The undersigned waive any right of set-off against any person in possession of any portion of the premises. The undersigned agree not to make any other or further assignment of the rents or profits or leases prior to the release of this Assignment.

The undersigned agree and represent and Borrower warrants unto mortgagee, its successors and assigns as follows:

(i) attached as Exhibit "B" is a schedule of all leases existing as of the present date with respect to the premises or part thereof (the "current leases"); all amendments to the current leases are designated on the aforesaid schedule; the undersigned are the sole owners of the entire lessor's interest in the current leases;

(ii) no default exists on the part of lessor or lessee named in the current leases, or their successors and assigns, under the terms, covenants, provisions or agreements therein contained and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the current leases;

(iii) the current leases are valid and enforceable in accordance with their terms and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;

(iv) if any of the current leases provides for the abatement of rent during repair of the demised

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premises by reason of fire or other casualty, the undersigned shall furnish rental insurance to mortgagee in amount and form and written by insurance companies as shall be satisfactory to mortgagee;

(v) the undersigned shall not hereafter terminate, modify or amend any of the current or any future leases or any of the terms thereof without the prior written consent of mortgagee and any attempted termination, modification or amendment of said leases, or any one of them, without such written consent shall be null and void;

(vi) the undersigned shall perform all of the undersigned's covenants and agreements as lessor under each of the current leases and shall not suffer or permit to occur, any release of liability of the lessee therein, or any right of the lessee therein to withhold payment of rent;

(vii) if so requested by the mortgagee after default under the current leases, the undersigned shall enforce any one or several of the current leases and all remedies available to the undersigned against the lessee therein named.

Nothing herein contained shall be construed as constituting the mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the premises by the mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted by the mortgagee, no liability shall be asserted or enforced against the mortgagee, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees to execute and deliver immediately upon the request of the mortgagee, all such further assurances and assignments in the premises as the mortgagee shall from time to time reasonably require.

Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless one of the following events shall occur, which shall constitute Events of Default hereunder: default shall be made in the payment of interest or principal due under the note or default shall occur in performance or observance of any of the agreements or conditions in the mortgage or default shall be made in the performance or observance of any of the conditions or

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agreements hereunder or a default in any instrument now or at any time securing the note or the debt evidenced thereby or by any extension thereof, and, in each instance, all applicable grace periods, if any, shall have expired, and nothing herein contained shall be deemed to affect or impair any rights which the mortgagee may have under said note and mortgage or any other instrument herein mentioned.

In any case in which under the provisions of the mortgage the mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the mortgagee, the undersigned agree to surrender to the mortgagee and the mortgagee shall be entitled to take actual possession of the premises or any part thereof personally, or by its agents or attorneys, and mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the premises, together with all the documents, books, records, papers and accounts of the undersigned or then owner of the premises relating thereto, and may exclude the undersigned, its agents or servants, wholly therefrom and may as attorney in fact or agent of the mortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to mortgagee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

The mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental

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agreements relating to the premises, and the undersigned shall and does hereby agree to indemnify and hold the mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the mortgagee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands the undersigned agrees to reimburse the mortgagee for the amount thereof, including direct costs, direct expenses and reasonable attorney's fees, immediately upon demand.

The mortgagee in the exercise of the rights and powers conferred upon it by this assignment shall have full power to use and apply the avails, rents, issues and profits of the premises to the payment of or on account of the following, in such order as the mortgagee may determine:

(a) To the payment of the operating expenses of the premises, including cost of management and leasing thereof (which shall include reasonable compensation to the mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), establish claim for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the premises in such condition as will, in the reasonable judgment of the mortgagee, make it readily rentable;

(d) To the payment of any indebtedness secured by the mortgage or any deficiency which may result from any foreclosure sale.

The undersigned further specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant of the whole or any part of the premises to

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pay all unpaid rental agreed upon in any tenancy to the mortgagee upon receipt of demand from said mortgagee to pay the same.

It is understood and agreed that the provisions set forth in this assignment herein shall be deemed a special remedy given to the mortgagee, and shall not be deemed exclusive of any of the remedies granted in the mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any instrument securing the note, all of which remedies shall be enforceable concurrently or successively.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns (including successors by consolidation) of the undersigned, and any party or parties holding title to the premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to the mortgagee shall also inure to its successors and assigns, including all holders, from time to time, of the note.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by the undersigned, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the mortgage is fully satisfied before the expiration of any period of redemption.

If this instrument is executed by more than one person or entity, all obligations and undertakings of the undersigned herein shall be joint and several.

This Assignment is executed by American National Bank & Trust Company of Chicago not personally but solely as Trustee as aforesaid. All covenants and conditions to be performed hereunder by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against American National

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Bank and Trust Company of Chicago _____ by reason of any of the covenants, statements, representations or warranties contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the _____ day of _____, 19__.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee, it is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of said Trustee are nevertheless, each and every one, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, but are each and every one, made and intended for the purpose of binding the property or estate specifically described or referred to herein, and for the purpose of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the property or estate specifically described or referred to 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 said Trustee as such Trustee; and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement herein made on the part of said Trustee, or any other party hereunder, or any other instrument executed in connection herewith, all such liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by or through them.

American National Bank and Trust Company of Chicago
not personally, but as Trustee as aforesaid

By: _____
Title: TRUST OFFICER

ASSISTANT SECRETARY

Attest:

Title: SECRETARY

Wilson Graphics, Inc.

By: _____
Its: President

STATE OF _____)
) SS
COUNTY OF _____)

I, KAREN E. BURNS, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Claire Bogati Foley TRUST OFFICER President of _____ American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated _____, 19__ and known as Trust Number _____, and Peter H. _____ Secretary of said Bank, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER President and ASSISTANT SECRETARY 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 ASSISTANT SECRETARY Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and

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voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

DEC 20 1989

GIVEN under my hand and Notarial Seal, this _____ day of _____, A.D., 19__.

Notary Public

"OFFICIAL SEAL"
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 9/27/90

STATE OF)
COUNTY OF)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William K. Wilson _____ personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 20th day of December, 1989.

Notary Public

"OFFICIAL SEAL"
RICHARD A. SIEBEL
Notary Public, State of Illinois
My Commission Expires Jan. 21, 1992

MAIL TO:
AMERICAN NATIONAL BANK

THIS INSTRUMENT WAS PREPARED BY:
Lisa Powers
33 N. LaSalle
Chicago, IL 60690

BOX 333

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EXHIBIT A

PARCEL 1:

THE NORTH 120 FEET OF THE WEST 200 FEET (EXCEPT THAT PART LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SECTION 8) AND (EXCEPT THEREFROM THAT PART THEREOF FALLING SOUTH OF A LINE 135.5 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF BLOCK 14 HEREINAFTER DESCRIBED) OF BLOCK 14 IN UNION PARK SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 8 FEET OF THE NORTH 128 FEET (EXCEPT THAT PART EAST OF THE WEST LINE EXTENDED NORTH OF LOT 7 IN THE SUBDIVISION OF THE EAST 178.5 FEET OF THE SOUTH 135.5 FEET OF BLOCK 14) LYING WEST OF A LINE 200 FEET EAST OF THE WEST LINE OF BLOCK 14 (AS MEASURED ALONG THE SOUTH LINE OF ARBOR PLACE), NORTH OF THE SOUTH 119.5 FEET OF BLOCK 14 AND SOUTH OF THE NORTH 120 FEET (AS MEASURED ALONG THE EAST LINE OF ASHLAND AVENUE) OF BLOCK 14 (EXCEPT THE WEST 17 FEET THEREOF) IN UNION PARK SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS (FOR THE BENEFIT OF PARCELS 1 AND 2) OVER THE SOUTH 8 FEET OF THE NORTH 136 FEET (EXCEPT THAT PART EAST OF THE WEST LINE EXTENDED NORTH OF LOT 7 IN THE SUBDIVISION OF THE EAST 178.5 FEET OF THE SOUTH 135.5 FEET OF BLOCK 14) LYING WEST OF A LINE 200 FEET EAST OF THE WEST LINE OF BLOCK 14 (AS MEASURED ALONG THE SOUTH LINE OF ARBOR PLACE), NORTH OF THE SOUTH 119.5 FEET OF BLOCK 14 AND SOUTH OF THE NORTH 120 FEET (AS MEASURED ALONG THE EAST LINE OF ASHLAND AVENUE) OF BLOCK 14 (EXCEPT THE WEST 17 FEET THEREOF) IN UNION PARK SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION IN THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY THE DEED FROM FRAJOMA, INC., A CORPORATION OF ILLINOIS, TO KINZIE INDUSTRIAL DEVELOPMENT CORPORATION, DATED OCTOBER 17, 1985 AND RECORDED OCTOBER 29, 1985 AS DOCUMENT 85257352, IN COOK COUNTY, ILLINOIS.

Property address: 355 North Ashland Avenue, Chicago, Illinois

Tax ID#17-08-301-001-0000

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EXHIBIT B

Said Leases are between American National Bank, not personally, but solely as Trustee under Trust Agreement dated December , 1989 and known as Trust No. 11-0027-06 , as Lessor, and the following Lessees.

Date of Lease	Lessee	Term of Lease

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