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COLLATERAL ASSIGNMENT OF
LEASE AND RENTS

THIS ASSIGNMENT, made as of the 4th day of January, 1989, by NBD Trust Company of Illinois, as Successor Trustee to NBD Highland Park Bank, N.A., formerly known as First National Bank of Highland Park, not individually, but as Trustee under Trust Agreement dated August 19, 1986, and known as Trust Number 4172-HP as (Assignor) to NBD Highland Park Bank, N.A., a national banking association, having its principal place of business in Highland Park, Illinois, as Assignee;

$20.00

~~$17.00~~

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 payable as in the note provided, with interest as therein expressed, and 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 note 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 loan;

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 note and

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
MARTIN W. SALZMAN
Two First National Plaza
Suite 1100
Chicago, Illinois 60602

Address: N. Knox
Chicago, Illinois
P.I.N. 13-27-103-001
13-27-103-002

Box 365 089069

This document is being reexecuted and reacknowledged to correct an error in the legal description in Exhibit A. The correct legal description in shown in Exhibit B.

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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, 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 herein 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, to the extent permitted by law, 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; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss or damage which may or might be incurred by it under said leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the leases except that Assignor shall not be liable for acts of gross negligence or wilful misconduct of Assignee, its agents, employees, or representatives. 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.

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 (beyond any applicable grace period) 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 (beyond any applicable grace period), 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 (beyond any applicable grace period) 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, upon written notice of Assignor's default at any time hereafter given by Assignee to any lessee by mailing same by United States certified 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.

This assignment is executed by NBD Trust Company of Illinois, not personally but as Successor Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and said Trustee hereby 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 Assignor or on said Trustee or on any beneficiary who is not a guarantor, personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as Assignor and its successors and said Trustee personally

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are concerned, the holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises and the rents, issues and profits thereof for the payment thereof by the enforcement of the lien hereby created, in the manner herein and in the note provided; (2) assets of the Trust Estate held under the Trust Agreement; (3) any other security given to secure said indebtedness; or (4) the personal liability of the guarantor, if any.

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

NBD Trust Company of Illinois, as Successor Trustee to NBD Highland Park Bank, N.A., formerly known as First National Bank of Highland Park, as Trustee under Trust Agreement Dated August 19, 1986 and Known as Trust Number 4172-HP

By: Susan H Killeen

Vice President & Trust Officer

Attest: Cheryl L Clerkin

Trust Officer

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STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that William H. Killean of NBD Trust Co. of IL and Cheryl L. Westin of said Trustee who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP & Trust Officer and Trust Officer, 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 Trustee as aforesaid, for the uses and purposes therein set forth: and the said VP & Trust Officer then and there acknowledged that (s)he, as custodian of the corporate seal of said Trustee did affix the corporate seal of said Trustee to said instrument as (his) (her) own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of February, 1989.

Leigh Hagman
Notary Public

My commission expires May 12, 1991.

"OFFICIAL SEAL"
Leigh Hagman, Notary Public
Lake County, State of Illinois
My Commission Expires May 12, 199

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This Agreement or Rents is executed by NBD Trust Company of Illinois, Successor Trustee to NBD Highland Park Bank, N.A. formerly known as First National Bank of Highland Park, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said Trustee, nor as any admission that the said Trustee is entitled to any of the rents, issues, or profits under the said Trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues, or profits of or from said trust property. This instrument is executed by NBD Trust Company of Illinois, Successor Trustee to NBD Highland Park Bank, N.A. formerly known as First National Bank of Highland Park Bank, as Trustee, solely in the exercise of the authority conferred upon it sa said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holders of said Note and by all persons claiming by, through or under said Mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that NBD Trust Company of Illinois, Successor Trustee to NBD Highland Park Bank, N.A. formerly known as First National Bank of Highland Park, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenants herein contained.

IN WITNESS WHEREOF, NBD Trust Company of Illinois, not personally but as Trustee as 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.

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NBD Trust Company of Illinois, Successor Trustee
to NBD Highland Park Bank, N.A. formerly known as
First National Bank of Highland Park, as Trustee
under Trust Agreement dated August 19, 1986
and known as Land Trust Number 4172-HP

By: Susan A Killian

Its: Vice President & Trust Officer

Attest: Cheryl L Clark

Its: Trust Officer

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William H. Killean, Vice President of NBD Trust Company of Illinois, and Cheryl L. Westin Assist Secretary of said company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Ast 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 Ast Secretary then and there acknowledged that (s)he, as custodian of the corporate seal of said company, did affix the corporate seal of said company to said instrument as said 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 11th day of April, 1989.

NOTARY PUBLIC

"OFFICIAL SEAL"
Leigh Holmes, Notary Public
Lake County, State of Illinois
My Commission Expires May 12, 1991

This instrument was prepared by:

GLENN D. GUSTAFSON
NBD Highland Park Bank, N.A.
513 Central Avenue
Highland Park, IL 60035

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Careful

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02/09/89
(multitenant industrial)

EXHIBIT A

Lots 'A', 'B', 'C', and the North 19.98 feet of Lot D (which measurement is the distance for the north line of Lot D to the centerline of an existing wall) in Koester and Zander's Section Line Subdivision of the North West 1/4 of the North West 1/4 of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

and also

That part of the West 5.00 feet of the East 100.00 feet of the North West 1/4 of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, lying South of the Easterly Extension of the North Line of Lot C in Koester and Zander's Section Line Subdivision, and lying North of the Easterly Extension of the South Line of Lot D in Koester and Zander's Section Line Subdivision, except for the Southerly 224.07 feet of Lot D, all in Cook County, Illinois

CORRECTED LEGAL "EXHIBIT B"

Lots 'A', 'B', 'C', and the North 19.98 feet of Lot D (which measurement is the distance for the north line of Lot D to the centerline of an existing wall) in Koester and Zander's Section Line Subdivision of the North West 1/4 of the North West 1/4 of Section 27, Township 40 North, Range 13, East of the 3rd, in Cook County, Illinois

and also

That part of the West 5.00 feet of the East 100.00 feet of the West 1/2 of the North West 1/4 of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian, lying South of the Easterly Extension of the North Line of Lot C in Koester and Zander's Section Line Subdivision, and lying North of the Easterly Extension of the South Line of Lot D in Koester and Zander's Section Line Subdivision, except for the Southerly 224.07 feet of Lot D, all in Cook County, Illinois

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