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 Mortgage and any and all amendments, extensions and renewals thereof, all leases affecting the mortgaged premises, (including but not limited to the lease dated July 1, 1970 and amended April 15, 1987 by and between Assignee and Lebovitz Wholesale Hardware Company) 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 herein fter 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 mortgaget 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 moregaged 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 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

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COLLATERAL ASSIGNMENT OF LEASE AND RENTS

n national banking 2650c1247Uh

THIS ASSIGNMENT, made this 6th day of July, 1989, by American National Bank and Trust Company of Chicago A not personally, but as Trustee u/t/a dated March 7, 1979 and known as Trust No. 45977 (Assignor) to Exchange National Bank of Chicago, having its principal place of business in Chicago, Illinois, as Assignee; \$18.00

WITNESSETH THAT:

WHEREAS, Assignor, to evidence and secure loan indebtednoss, has made and delivered to Assignee an installment note of even date in the principal amount of \$890,000.00 (the "Note"), payable as in the Note provided, with interest as therein expressed, and has executed and delivered 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, this Assignment also secures repayment of the obligations under a revolving note of even date in the principal sum of \$4,500,000,00 by and between Lebovitz Wholesale Hardware Company and Assignee;

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,

This instrument was prepared by and when recorded return to:) Mark A. Weber' SCHWARTZ, COUPER, KOLB & GAYNOR CHARTERED Two First National Plaza 20 South Clark Street Suite 1100 Chicago, Illinois 60603 (312) 726-0845

Address: 3636 West 51st Street Chicago, Illinois 60632 a/k/a 5007-21 South Lawndale Chicago, 111inois 60632 P.I.N. 19-11-120-013 19-11-120-014 19-11-120-016 19-11-120-018 19-11-120-019

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BOX333

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 mortgage, or in any of the leases, 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 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 coatained in said Note or 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, Eduressed to the lessee named in the lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the lossee shall be paid and performed by the lesse directly to Assignee in the same manner as if the above license bad not been given, without prosecution of any legal or equitable remedies under the Mortgages. 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.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee u/t/a dated March 7, 1979 and known as Trust Po. 45977

IJ,

T 1.

gond Vice President

ATTEST:

ASSISTANT SECRETARY

Its:

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, attorneys' 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 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 ind does not assume any of the liabilities in connection with or acising 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 it 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. 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 Tiable 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 Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the mortgaged premises.

STATE OF ILLINOIS) SS COUNTY OF COOK American National Bank and Trust Company of Chicago
,
I, C. M. Common of Anothery Public in and for said County, τρίης the State aforesaid, DO HEREBY CERTIFY, that and σ γ γχεινεί γυνιλο
of said Trustee who are personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as such what Year President and Transfer or COUTAGE
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
voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth; and the said white the said
then and there acknowledged that (s)ho, 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 end Notarial Seal this day of, 1989.
3 2 1
Notary Public
Notary Public
My commission expires
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The state of the s
"(MI)GIAL SEAL"
My CARR Se Male of Minois

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Lebovitz Wholesale Hardware, Co., lessee, hereby consents to this Assignment and hereby acknowledges that all of lessee's right, title and interest in said premises are expressly subordinate to Assignee.

CONSENTED TO:

LEBOVITZ WHOLESALE HARDWARE CO.

By:

Its:

ATTEST:

By:

Its:___

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Open of Continue of the Contin of 7.07 feet to the point of beginning. Minutes, 34 Seconds Beat along isld tengent line a distance Minutes, 41 Seconds East; therce North 76 Degrees, 18 366.94 feet and has a bearting of North 67 Degrees, 26 point of tengency, the chard of said curved line being along said curved line in arch distance of 368.47 feet to a having a radius of 1,027,00 feet; thence Northeasterly intersection with a carved line convex to the Northwest along anid curvel ling an arc distance of 84.29 feet to its. оє гратицівня надрок ветр квіткова; грансе гопермеврекіх measurement or the Center Line of the East bound Main Track interrection being 18 feet Southeasterly by radial December 19 1896, and in other Deeds, said point of Company described in Document Number 2471256 recorded be foct wide strip conveyed to the Terminal Railroad 636 30 feut, anid curve being the Northwesterly line of a chiand line convex to the Morthwest having a radius of of Silils feet to the intersection of said line with a Scuth to Southwest with the last described line a distance forms an angle of 73 Degrees, 40 Minutes, 30 Seconds from Boilroad, thence Gouthwesterly along a straight line which the East Bound Main Track of the Indiana Harbor Bolt Southeasterly by radial measurement of the Center Line of distance of 21.03 feet to a point which is 18 feet continuing along the West line of said East li6 feet a of North Ol Degrees, 38 Minutes, 23 Seconds West (assumed), a distance of 176.64 feet to the point of beginning; thence along the West line of said East 116 feet, having a bearing INS OF the rest ind of the Morthwest ind; thence Morth of the North line of the South 784.38 felet of said South of the Northwest 1/A st a point which is 203.59 feet North

That part of the South 1/2 of the East 1/4 of the Worthness 1/4 of Section 11, Township 38 Worth, Range 13 East of the Third Principal Meridian commencing at a point on the West, Third Principal Meridian commencing at a point on the West, Third Principal Meridian commencing at a point of the East 14 Line of the East 116 feet of said South 1/2 of the East 14 Line of the East 116 feet of said South 1/2 of the East 14 Line of the East 116 feet of said South 1/2 of the East 14 Line of the East 116 feet of the Ea

Exclnding the following property:

Slat Street, all in Cook County, Illinois, sug sjao excebrjud the South 33 feet thereof taken Jor West the West 33 teet thereof taken for South Lawndale Avenue 552,30 feet to the place of beginning, excepting therefrom 1/2 of the East 1/4 of the Worth West 1/4, a distance of Mest corner; thence East along the South line of said South West 1/4, a distance of 844.62 feet to the aforesaid South west line of said south 1/2 of the East 1/4 of the North West 1/4, a distance of 116.9 feet; thence South along the West corner of said South 1/2 of the Rest 1/4 of the Worth the North West 1/4 which is 844.6? feet North of the South point in the West line of said South 1/2 of the East 1/4 of line; thence West along a line drawn from said point to a North East to South to South West with the last described 290.41 feet, the chord of said curved line being 287.90 feet, and forms an angle of 234 Degrees, 51 Minutes from Southwesterly along said curved line, an arch distance of Main Track of the Indiana Harbor Belt Railroad; thence radial measurement, of the Center Line of the East bound asid point of intersection being 18 feet Southeasterly, by 2471256, recorded December 4, 1896, and in other deeds, to the Termingi Railroad Company, described in Document Northwestericline of a 66 foot wide strip of land conveyed radius of \$36.80 feet, said curved line being the with a curved line, convex to the North West and having a distance of 311.12 feet to the intersection of said line from Scuth to South West with the last described line, a which forms an angle of 73 Degrees, 40 Minutes, 30 Seconds belt Railroad; thence Southwesterly along a straight line Line of the East bound Main Track of the Indiana Harbor As teet southeasterly, by radial measurement, of the Center 116.0 feet, a distance of 1,165.73 feet to a point which is South 1/2; thence north along the West line of said East 116.0 feet of said South 1/2 with the South line of said Beginning at the Intersection of the West line of the East

That part of the South 1/2 of the East 1/4 of the Worth West of Section 11, Township 38 Worth, Range 13 East of the Third Principal Meridian, described as follows:

EXHIBIT P