

ASSIGNMENT OF RENTS

WHEREAS, Assignor, FIRST UNITED TRUST COMPANY, not personally, but as TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1989 AND KNOWN AS TRUST #10284, hereunder has previously executed and delivered to Assignee, FIRST CHICAGO BANK OF MOUNT PROSPECT, hereunder that certain assignment of rents in favor of Assignee dated March 8, 1989, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 89123322, and the Registrar of Titles under Document No. 3797712, covering certain real estate legally described therein:

WHEREAS, Assignor desires to execute this Assignment of Rents and to reaffirm and restate the prior Assignment of Rents in its entirety.

KNOW ALL MEN BY THESE PRESENTS, that FIRST UNITED TRUST COMPANY, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to it in pursuance of a Trust Agreement dated February 23, 1988, and known as Trust No. 10284 (herein referred to as "Assignor"), in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto FIRST CHICAGO BANK OF MOUNT PROSPECT, its successors and assigns (herein referred to as "Assignee"), all the rents, issues and profits now due and which may hereafter become due, under or by virtue of any lease, whether written or oral, or any letting of, or any agreement for the use or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee or assignee hereunder of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain

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leases and agreements now existing upon the property legally described on Exhibit "A" attached hereto and made a part hereof, and does authorize irrevocably the above-mentioned FIRST CHICAGO BANK OF MOUNT PROSPECT, in its own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or oral, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease, or let any portion of said premises to any party or parties, at its discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said FIRST CHICAGO BANK OF MOUNT PROSPECT, or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgment deemed proper and advisable.

This instrument is given to secure payment of the principal and interest due pursuant to (a) a certain note of Assignor for SIX HUNDRED THOUSAND and 00/100 (\$600,000.00) DOLLARS dated, as amended and restated, of even date herewith, payable to the order of Assignee (the "Revolving Note" or "Note"), which Note is secured by a Mortgage dated, as amended and restated, of even date herewith, conveying and mortgaging the real estate and premises hereinabove described to Assignee. Said Note evidences

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advances of loan proceeds made pursuant to a Mortgage dated, as amended and restated, of even date herewith, entered into by Assignor, Assignor's beneficiary, and Assignee. This instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Note and Mortgage as amended and restated have fully been paid.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until and during the existence of an Event of Default under and as defined in any one or more of the Notes, each and all of the foregoing sometimes being referred to as an Event of Default hereunder.

This Assignment of Rents is an amendment and restatement of the Prior Assignment of Rents in its entirety.

This Assignment of Rents is executed by FIRST UNITED TRUST COMPANY, as Trustee as aforesaid, in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any premises, covenants, undertakings or agreements herein or in said Note or Mortgage contained, either expressed or implied; all such liability, if any, being expressly waived and released by the Assignee or holder or holders of said Note and by all persons claiming by, through or under said Assignee or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder, and that so far as Assignor and its successors personally are concerned, the legal holder or holders of said Note and the Owner and Owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises the subject hereof and the rents, issues, income and

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profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; and/or (2) any one or more of said Note, Mortgage and/or any other security given to secure said indebtedness; and/or (3) the liability of any guarantor or guarantors of the Note. It is understood and agreed that FIRST UNITED TRUST COMPANY, 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 non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues or profits of or from said trust property, and this instrument shall not be construed as an admission to the contrary.

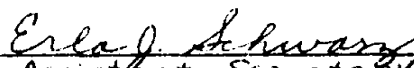
DATED at ^{Mt. Prospect} ~~Chicago~~, Illinois, on the 9th day of May, 1989.

FIRST UNITED TRUST COMPANY, NOT
PERSONALLY BUT AS TRUSTEE UNDER
TRUST AGREEMENT DATED FEBRUARY
23, 1989 AND KNOWN AS TRUST #10284

By:


Assistant Vice President

ATTEST:


Assistant Secretary

THIS INSTRUMENT WAS PREPARED BY AND RETURN
RECORDED INSTRUMENT TO:
RONALD T. SLEWITZKE
2 North La Salle Street #1808
Chicago, Illinois 60602
(312) 346-3055

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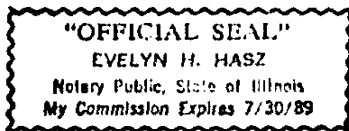
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, EVELYN H. HASZ, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT PAUL M. GREENE, Assistant Vice President of FIRST UNITED TRUST COMPANY and ERLA J. SCHWARTZ, Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that SHE, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as HER own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12TH day of MAY, 1988.

Evelyn H. Hasz
Notary Public

My Commission Expires:
7-30-89



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- (A) Lots 1, 2 and 3 in Block 9, together with the East half of the vacated public alley in said Block 9 lying North of a Westward prolongation of the South line of said Lot 3, and together with the South half of vacated Park Street lying West of the West line of Arthur Avenue and lying East of a Northward prolongation of the West line of the said East half of the vacated public alley in Block 9, all in "Arlington Heights Park Manor", being a Subdivision of the East half of the Southeast quarter and that part of the East half of the Northeast quarter lying South of the Chicago and Northwestern Railway Right-of-Way in Section 32, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Common address of property: 502-06 Arthur, Arlington Heights, Illinois

Permanent Real Estate Index No: 03-32-236-036

- (B) Unit No. 1C as delineated on survey of the following described parcel of real estate (hereinafter referred to as "Parcel"); Lot 5 in Dunbar Lakes, being a subdivision in the North half of Section 23, Township 41 North, Range 10, East of the Third Principal Meridian, except that part described as follows: Beginning at the most northerly corner of Lot 5 aforesaid; Thence South 57 degrees 22' 12" West along the northerly line of said Lot 5 for a distance of 21.40 feet; Thence South 00 degrees 40' 28" West 273.51 feet; Thence North 58 degrees 54' 10" East 105.18 feet to a corner point of Lot 5 aforesaid; Thence North 00 degrees 40' 28" East along the easterly line of said Lot 5 for a distance of 160.00 feet; Thence North 45 degrees 00' 00" West 100.00 feet to the point of beginning, in Cook County, Illinois; according to Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on August 16, 1973, as Document No. 2711125, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration made by LaSalle National Bank, as Trustee, under Trust No. 45402, registered in the Office of the Registrar of Titles, Cook County, Illinois, as Document No. 2795426; together with an undivided 1.610% interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units as defined and set forth in said Declaration and survey).

Common address of property: 710 Mariemer Point, Schaumburg, Illinois

Permanent Real Estate Index No: 07-23-103-012-1003

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- (C) Parcel 1: Unit number 5-93 in the Grove of Hidden Creek Condominium II, as delineated on survey of part or parts of the South East 1/4 of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, (hereinafter referred to as Parcel), which survey is attached as exhibit "A" to Declaration of Condominium ownership made by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated July 11, 1972 and known as Trust Number 44398 recorded in the office of the Recorder of Deeds of Cook County, Illinois, as Document 23517637, as amended from time to time, together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey) in Cook County, Illinois.

Parcel 2: Easement Appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easement recorded August 26, 1974 as Document 22927822 and created by Deed from La Salle National Bank, as Trustee under Trust Agreement dated July 11, 1972 and known as Trust Number 44398 to Thomas M. Repede and Therese A. Repede, his wife and Anne C. Repede recorded July 27, 1977 as Document 24030326 for ingress and egress all in Cook County, Illinois.

Common address of property: 1733 Emerald, Unit #5-93, Palatine, Illinois

Permanent Real Estate Index No: 02-01-400-018-1133

- (D) Parcel 1: Unit No. 4-87 in The Groves of Hidden Creek Condominium II as delineated on a Survey of the following described parcel of real estate ("Parcel"), a part of the Southeast quarter of Section 1, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit E to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws for The Groves of Hidden Creek Condominium II ("Declaration") made by LaSalle National Bank, as Trustee under Trust No. 44398, recorded in the Office of the Recorder of Deeds Cook County, Illinois as Document No. 23517637; together with an undivided .7202% interest in the Parcel (Excepting from the Parcel all of the property and space comprising all of the Units thereof as defined and set forth in the Declaration and Survey).

Parcel 2: Easements appurtenant to and for the benefit of said property as set forth in the Declaration, and in the Declaration of Easements, Restrictions and Covenants for The Grove of Hidden Creek Community Association ("Homeowner's Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22827822; and as amended from time to time.

Common address of property: 1734 Emerald, Unit #4-87, Palatine, Illinois

Permanent Real Estate Index No: 02-01-400-018-1100

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- (E) Parcel 1: Unit Number 1522 RC1, as delineated on a Survey of a Parcel of land being a part of the Southeast 1/4 of the Southwest 1/4 of Section 24, Township 41 North, Range 10, East of the Third Principal Meridian, and the Northeast 1/4 of the Northwest 1/4 of Section 25, Township 41 North, Range 10, East of the Third Principal Meridian, (hereinafter referred to as "Development Parcel"); which survey is attached as Exhibit "A" to Declaration of Condominium made by Central National Bank as Trustee under Trust Agreement dated April 9, 1974 and known as Trust Number 20534 recorded in the Office of the Recorder of Cook County, Illinois as Document Number 22925344; together with a percentage of the common elements appurtenant to said units as set forth in said Declaration as amended from time to time, which percentage shall automatically change in accordance with Amended Declaration, and together with additional common elements as such amended Declarations are filed of record, in the percentages set forth in such amended Declaration which percentages shall automatically be deemed to be conveyed effective on the recording of such amended Declarations as though conveyed hereby.

Parcel 11: A perpetual and exclusive easement in and to Garage Unit Number G1522RC1, as delineated on survey attached as Exhibit "A" to Declaration of Condominium recorded as Document Number 22925344 and as set forth in amendments thereto recorded as Document Numbers 22937531, 22939426, 22969592, 23056564, 23129157, 23188446 and 23244162.

Common address of property: 351 Sandalwood, Schaumburg, Illinois

Permanent Real Estate Index No: 07-24-303-017-1141

- (F) Item 1: Unit 158C as described in survey delineated on and attached to and a part of Declaration of Condominium Ownership registered on the 8th day of December, 1975 as Document Number 2844935.

Item 2: An undivided 2.7404% interest (except the Units delineated and described in said survey) in and to the following described premises:

That part of Lot 4 in Dunbar Lakes, being a Subdivision in the North Half (1/2) of Section 23, Township 41 North, Range 10, East of the Third Principal Meridian, beginning at the Northeast corner of Lot 4 aforesaid, thence South 00 degrees 41 minutes 18 seconds West along the East line of Lot 4 aforesaid 704.32 feet to a point; thence North 89 degrees 18 minutes 42 seconds West 200.50 feet; thence North 00 degrees 41 minutes 18 seconds East 223.67 feet to a point (hereinafter referred to as Point "A"); thence North 89 degrees 18 minutes 42 seconds West 92.00 feet to a point of curvature; thence Westerly along an arc convex Northerly and having a radius of 200.00 feet for a distance of 91.92 feet to a point of tangency; thence South 64 degrees 21 minutes 21 seconds West along the tangent to last described arc for a distance of 68.51 feet to a point of curvature; thence Westerly along an arc convex Southerly and having a radius of 150.00 feet for a distance of 61.09 feet to a point of

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tangency; thence 87 degrees 41 minutes 21 seconds West along the tangent to last described arc for a distance of 33.11 feet; thence North 00 degrees 40 minutes 28 seconds East 20.00 feet; thence North 09 degrees 05 minutes 50 seconds West 277.52 feet to a point in the Northerly line of Lot 4 aforesaid; thence Easterly along the Northerly line of said Lot 4 (being an arc convex Southerly and having a radius of 1040.00 feet) for a distance of 311.00 feet to a point of tangency; (hereinafter referred to as Point "B"); thence North 50 degrees 40 minutes 57 seconds East along the tangent to last described arc for a distance of 42.16 feet to a point of curvature; thence Easterly along an arc convex Northerly and having a radius of 285.00 feet for a distance of 199.00 feet to a point of tangency; thence South 89 degrees 18 minutes 42 seconds East along the tangent to last described arc for a distance of 101.69 feet to the Northeast corner of Lot 4 and the point of beginning, except therefrom that part described as follows: -Beginning at the Northeast corner of Lot 4 aforesaid; thence South 00 degrees 41 minutes 18 seconds West along the East line of Lot 4 aforesaid 704.32 feet; thence North 89 degrees 18 minutes 42 seconds West 200.5 feet; thence North 00 degrees 41 minutes 18 seconds East 223.67 feet to Point "A" hereinbefore described; thence continue North 00 degrees 41 minutes 18 seconds East 209.18 feet; thence North 89 degrees 19 minutes 03 seconds West 211.42 feet to a point on the Northerly line of Lot 4 aforesaid (being an arc convex Southerly and having a radius of 1040.00 feet) and 24.84 feet Southwesterly (measured along said Northerly line of Lot 4) of point "3" hereinbefore described; thence Northeasterly along said Northerly line of Lot 4 for a distance of 24.84 feet to Point "B" hereinbefore described; thence North 50 degrees 40 minutes 57 seconds East along the tangent to last described arc for a distance of 42.16 feet to a point of curvature; thence Easterly along an arc convex Northerly and having a radius of 235.00 feet for a distance of 199.00 feet to a point of tangency; thence South 89 degrees 18 minutes 42 seconds East along the tangent to last described arc for a distance of 101.69 feet to the Northeast corner of Lot 4 aforesaid, and the point of beginning of exception.

Common address of property: 710 Sunfish Point, Schaumburg, Illinois

Permanent Real Estate Index No: 07-23-101-009-1011

- (G) Parcel 1: Unit "55-C" in Dunbar Lakes Condominium II, as delineated on Survey of the following described Parcel C real estate (hereinafter referred to as "Parcel"):

Lot 7 (except that part thereof described as follows:

Beginning at the North East corner of Lot 7 aforesaid, thence South 56 degrees 49 minutes 38 seconds West along the North line of Lot 7 aforesaid 813.91 feet to a point 480.00 feet North 86 degrees 49 minutes 38 seconds East from the North West corner thereof; thence South 56 degrees 10 minutes 22 seconds East at right angles thereto 120.00 feet; thence North 56 degrees 49 minutes 38 seconds East 35.00 feet; thence South 25 degrees 00 minutes 00 seconds East 115.64 feet to a point in the Southerly line of Lot 7 aforesaid; thence Easterly along said Southerly line being an arc of a circle convex Northerly and having a radius of 365.00 feet for a distance of 248.21 feet to a point of tangency; thence

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South 79 degrees 00 minutes East along said Southerly line 33.24 feet to a point of curve; thence Southeasterly along said curve convex Northeasterly and having a radius of 665.80 feet for a distance of 162.94 feet to a point of tangency; thence South 64 degrees 58 minutes 13 seconds East and along said Southerly line of Lot 7 for a distance of 46.62 feet to a point of curve; thence Southeasterly along said curve, convex Northeasterly and having a radius of 174.66 feet for a distance of 39.____ feet to a corner of Lot 7 aforesaid; thence North 83 degrees 11 minutes 34 seconds east along another South line of Lot 7 aforesaid 221.36 feet to the South East corner thereof; thence North 00 degrees 41 minutes 13 seconds East along the East line of Lot 7 aforesaid 299.66 feet to the place of beginning) in Dunbar Lakes being a Subdivision in the North 1/2 of Section 23, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat registered as Document 271125 in Cook County, Illinois which survey is attached as Exhibit "A" to Declaration made by La Salle National Bank, National Banking Association, as Trustee under Trust Agreement dated February 1, 1973 and known as Trust No. 45402, registered in the Office of the Registrar of Titles of Cook County, Illinois as Document 2760814; together with an undivided 1.128 per cent interest in said Parcel (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and Survey).

Parcel 2: Easements appurtenant to and for the benefit of Parcel 1 as set forth in Declaration filed March 13, 1974 as Document LR _____ 2776 and as created by Deed from LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated February 1, 1973 and known as Trust No. 45402 to Ronald J. Ross and Sandra G. Ross, his wife, filed September 25, 1974 as Document 2775555 for ingress and egress.

Common address of property: 324 Bayview, Schaumburg, Illinois

Permanent Real Estate Index No: 07-23-103-010-1065

- (H) Parcel 1: Unit 3-62 in the Groves of Hidden Creek Condominium 1, as delineated on Survey of part or parts of the South East 1/4 of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian (hereinafter referred to as Parcel), which survey is attached as Exhibit "E" to Declaration of Condominium made by LaSalle National Bank, a National Banking Association, as Trustee under Trust Agreement dated July 11, 1972 also known as Trust Number 44398, recorded in the Office of The Recorder of Deeds of Cook County, Illinois, as Document Number 22827823 as amended from time to time, together with its undivided percentage interest in said Parcel (excepting from said Parcel all the property and space comprising all the Units thereof as defined and set forth in said Declaration and Survey) in Cook County, Illinois.

Parcel 2: Easements appurtenant to and for the benefit of Parcel 1 as set forth in the Declaration of Easement recorded August 26, 1974 as Document Number 22827822 and created by Deed from LaSalle National Bank

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as Trustee under Trust Agreement dated July 11, 1972, and known as Trust Number 44398 to William L. Fetter, Jr. and Bette J. Fetter, his wife, recorded March 4, 1977 as Document Number 23839766 for ingress and egress, all in Cook County, Illinois.

Common address of property: 1253 Canterbury, Unit #3-62, Palatine, Illinois

Permanent Real Estate Index No: 02-01-400-017-1221

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COOK COUNTY RECORDER

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RETURN TO:

MOIGON, LANOFF, DENNISTON &

MADIGAN LTD

2 N. LaSalle # 1808

CHICAGO, IL 60602

ATTN: Ron Stewitz KE.