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ASSIGNMENT OF RENTS AND LEASES

from

MFC COMPANY, INC.,
a Delaware corporation
qualified to do business in the
State of Illinois under the name
MFC Properties Company, Inc.

to

THE NORTHERN TRUST COMPANY, an Illinois banking corporation

Dated as of August 1, 1990

304267

Permanent Tax Index Numbers and Addresses:

17-09-255-025 17-09-255-026

6 West Hubbard Street Chicago, Illinois This Instrument Prepared by and to be Returned After Assording to:

Alvin L. Kruse
Elizabeth P. Strand
Seyfarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

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Permanent Tax Index Numbers and Address:

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ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MFC COMPANY, INC., a Delaware corporation qualified to do business in the State of Illinois under the name MFC Properties Company, Inc. (the "Mortgagor"), in order to secure an indebtedness in the total principal sum of Two Million Five Hundred and No/100 Dollars (\$2,500,000), executed a Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "Premises"); and

WEREAS, the Mortgagee is the holder of the Mortgage and of the Mortgage Note of the Mortgagor of even date herewith in the principal amount of \$2,500,000, secured by the Mortgage;

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration for the loan secured by the Mortgage, the Mortgagor does hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgages under the power hereinafter granted, including, but not limited to, the lease or leases described in Exhibit B attached hereto (the "Leases"); (ii) all such described in Exhibit and leases and agreements including, but not limited to, the Leases; and controlled to the leases; and controlled to the leases; and controlled to the leases of the leases obligations under any of such leases subleases and agreements. It is the intention pureby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits the Mortgagee, including all leases are subleases and subleases are upon the Premises.

respects to the First Mortgage and the Second Mortgage (as defined in the Mortgage).

The Mortgagor does hereby further covenant and agree as follows:

Section 1. Mortgagee as Agent. The Mortgagor does hereby irrevocably appoint the Mortgagee to be its agent for the management of the Premises, and does hereby authorize the Mortgagee to let and re-let the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or in the name of the Mortgagor as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in

ASSIGNMENT OF RENTS AND LEARSS

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or about the Premises that the Mortgagor might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

Section 2. Collection of Rents. The Mortgagor does hereby irrevocably authorize the Mortgagee in its own name to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future inaebtedness or liability of the Mortgager to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagor and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagor to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment until after default in the payment of principal of and/or interest on the indebtedness secured by the Mortgage or until after an event of default occurs under the Mortgage, the said Mortgage Note or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period, and the Mortgagor shall have a license to collect the rentals from the Premises in the absence of such a default.

Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 7. Leases of the Premises. The Mortgagor agrees (i) that it will not enter into any lease of the Premises or any portion thereof without the prior written consent of the Mortgagee; (ii) that it at all times will duly perform and observe all of the terms, provisions, covenants and agreements on its part to be

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performed and observed under any and all leases of the Premises or any portion thereof, including, but not limited to, the Leases, and shall not suffer or permit any default or event of default on the part of the lessor to exist thereunder; (iii) that it will not agree or consent to, or suffer or permit, any termination, modification or amendment of any lease of the Premises or any portion thereof, including, but not limited to, the Leases, without the prior written consent of the Mortgagee; and (iv) except for security deposits not to exceed one month's rent for any one lessee, that it will not collect any rent for more than one month in advance of the date same Unless otherwise approved by the Mortgagee, all leases of space in the Premises shall be prepared on a lease form approved by the Mortgagee.

Section 8. Giving of Notice. All communications provided for herein shall be in writing and shall be deemed to be given or made when served personally or two business days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to the Mortgagor: MFC Company, Inc.

c/o The Northern Trust Company

50 South LaSalle Street Chicago, Illinois 60675

The Northern Trust Company If to the Mortgagee:

50 South LaSalle Street Chicago, Illinois 60675

Attention: Group Head, Special Assets

Division

or to such party at such other address as such party may designate by notice duly given in accordance with this Section to the other party.

Section 9. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

Section 10. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 11. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 12. Construction.

(a) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Assignment as a whole and not

performed and observed under any and all leaders of the recent any portion thereof, including, but not limited to the release shall not suffer or permit any default of event of desert of an expect of the losser to exist therefore not suffer in permit, any terminantia, religion of antioners of any issue of the Realism of any including, but not limited to, the forest without the permit of any including, but not limited to, the forest without the permit consent of the mosth's rent for any one lease, that it is not collect any cent for sore than one mosth's rent for any one lease, that it is a collect any cent for sore than one mosth is always of the collect any cent for accest by the mosth is always, at the is due. Unless otherwise approved by the most guyer, at the collect any feat collect.

Section 5. diving of Moting. All descent to be because to the section of Moting and Shall be descent to the made when served personally or two business days are the the United States sail, registered or centified.

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to the individual Sections in which such terms are used.

- (b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.
- (c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.
- (d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.
- wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to be to the Mortgagee's satisfaction, or the like, unless specifically or that any matter is to be as estimated or determined by the Mortgagee, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction, estimate, determination or the like shall be made determined or given by the Mortgagee pursuant to a reasonable application of judgment in accordance with institutional lending prictice and commercial custom in connection with major real estate leaps.

Section 13. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of August 1, 1990.

MFC COMPANY, INC

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to the individual Sections in which guch terms are used.

- (b) Roferdores to Sections and other subficiency of the Assignment are to the designated Sections and other subficiency of this Assignment as ariginally executed.
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 - singular shall findlude the ponters and vice verse, and words as a singular shall findlude the plural and vice verse, and words as gender shall include all other quaders.
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instrument to be executed at or August 1, 1990.

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MEC COMPANY, HOLL

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STATE OF ILLINOIS)

SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 28th day of August, 1990, by Thomas W. Walvord, of MFC Company, Inc., a Delaware corporation qualified to do business in the State of Illinois under the name MFC Properties Company, Inc., on behalf of the corporation.

Notary Public

LAINE & CARLSON
Notary Public, State of Illinois
My Pompilission Expires Dec. 12, 1991

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STATE OF ILLINOIS COUNTY OF C G G K)

The Loudenberg line) runder was appropriately to the contract of elva a fil in a care de la care d this 28th day of August, 1900, by This yes Vol. 1900 of Proceed Proceed and Company, 100.0 a celebrate corporation qualified to do business in the State of Liberty under the neme MFC Fragerties Company, Juc., on behalf of the corporation.

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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

PARCEL 1:

LOT 1 IN BLOCK 8 IN WOLCOTT'S ADDITION TO CHICAGO IN COOK COUNTY, ILLINOIS SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN BLOCK 13 IN KINZIE ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE NORTH FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, TANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, TELITHOIS.

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EXHIBIT A

LEGAL PESCRIPTION OF THE PARMISES

PARCET. 14

LOTELLA, BLOCK B'IN WORCOTT'S ADDITION TO CHICAGO IN CHOS. COUNTY, ILLIMOIS SECTION B. TOWNSHIP 39 HOTES RANGE L. BANCE THE THIRD BRINCHING WELLDIAM, IN COOK COUNTY, AND ENDERS

PARCEL 2:

LOT 2 IN SLOCK IS IN KINZIE ADPITION TO CHOICE SUBDIVISION OF THE NORTH, RANGE 14 HAST OF THE THIRD PRINCIPAL NEED COUNTY, ILLINGTS.

EXHIBIT B

SCHEDULE OF LEASES

6 WEST HUBBARD STREET CHICAGO, ILLINOIS

The Landlord under the leases described in Nos. 1, 2 and 4 below is LaSalle National Trust, N.A., Successor Trustee to LaSalle National Bank, as Trustee under Trust Agreement dated October 1, 1986, and known as Trust No. 111629. The Landlord under the leases described in Nos. 3, 5, 6 and 7 below is State/Hubbard Associates Limited Partnership, an Illinois limited partnership, by its agent Captur Development Corporation, an Illinois corporation.

TENANC	DATE OF LEASE	PREMISES
1. McDonald's Owners of Chicago- land and Northwest Indiana, an Illinois Not For Profit Corporation	January 9, 1989	Suite 415, Fourth Floor
2. MKDG/BUCK 123 Partnership, an Illinois partnership	January 9, 1989	Suite 615, Sixth Floor
3. International Customer Solutions, Inc. a Delaware corporation	August 16, 1989	Suite 410, Fourth Floor
4. 6 West Limited Partnership, an Illinois limited partnership	April 17, 1989	Approx. 5,279 square feet of space on First Floor and Approx. 1,279 square feet of space in basement
 Jean Hildt and Roman Hildt d/b/a Hildt Galleries 	June 23, 1989	Suite 100, First
 Asset Acquisition and Management Corporation, an Illinois corporation 	August 25, 1989	Suite Sca, Fift Floor
7. Fuchs & Roselli, Ltd., an Illinois corporation	August 23, 1989	Suite 800, Eighth Floor and Terraces and Suite 715, Seventh Floor

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SCHEDULE OF ECASICS

d WEST WIBBARD STREET

The Laadlerd under the leases described in Sec. 1 and 1 and Lassalle National Trest, N.A., Successor Fruntse to talonal Trest, N.A., Successor Fruntse to talonal and the Babk, as Trustee usder Trust No. 141629. The Laadlerd under ter last section in Wax. 1, 5, 6 and 7 neter is State Auchera Association and Fartnership, an Illinois Himitad partnership, by ter agent with Development Corporation.

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i de la composición de la comp	January 9, 3983	2. MKDG/aUCK 12% Partnership, an Illinois partnership
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