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95/22/14/11/16/LA

ASSIGNMENT OF RENTS AND LEASES

This Indenture made this 13th day of February, 1990, by and between LaSalle National Bank, as Trustee under Trust Agreement dated March 1, 1989 and known as Trust Number 114210, (hereinafter referred to as "Borrower") and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, (hereinafter perfected in the control of the cont

\$16.25

T#4444 TRAN 3436 03/09/90 15:15:00

WITNESSETH: #7922 # *-90-108086
COOK COUNTY RECORDER

WHEREAS, Borrower is justly indebted to Lender and in evidence of such debt, has executed and delivered to Lender a Note in the principal amount of Two Hundred Eighty Thousand (\$280,000) Dollars secured by a Mortgage of even date herewith covering real estate in Cook Courty, Illinois and related fixtures, equipment and personal property (hereinafter referred to as "Premises") described in Exhibit "A" attached hereto and by this reference made a part hereof;

NOW, THEREFORE, in consideration of the loan referred to above, Borrower hereby grants, transfers and assigns unto Lender all the right, title and interest of Borrower in and to all of the easements, rents, issues, profits, revenues, royalties, rights and benefits (herein collectively referred to as "Rents") of and from the Premises, and to that end, Borrower hereby transfers and assigns unto Lender all leases of all or part of the Premises now existing or hereafter made, execute 1 or delivered, whether oral or written, together with any and all renewals, extensions and modifications thereof and any guarantees of the obligations under any thereof (all of said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as the "Leases") for the purpose of securing the payment of the Note, the Mortgage or this Assignment, however and whenever incurred, whether direct or indirect, absolute or contingent, due or to become due, including any and all extensions, modifications or renewals of the Note, the Mortgage or this Assignment or any debt or liability arising thereunder (herein collectively referred to as the "Debcs").

This Assignment shall be in full force and effect until the Debts shall have been fully paid and satisfied.

Borrower hereby authorizes and empowers Lender to collect any and all Rents as they become due and to take such measures, legal or equitable, as may be necessary to enforce collection, and hereby directs each and all of the Lessees of the Premises, or any part thereof, to pay any such Rents as may now be due or shall hereafter become due to Lender upon demand by Lender. It is understood and agreed, however, that no such demand shall be made unless and until there is an event of default under the Note and Mortgage, after the notice therein required. Lessees shall pay the Rents to Lender upon such demand without further inquiry, and payment to Lender

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shall be a full defense by any such Lessee to any claim for said Rents by Borrower, regardless of any defense or counterclaim Borrower might have against Lender. Until such demand is made, Borrower is authorized to collect the Rents; provided, however, Borrower shall not collect any Rents more than one month in advance without the written consent of Lender, except for customary deposits as security for the performance of the Lessees thereunder (herein the advanced payment of the final month's Rent under a lease if the same be intended as, or in lieu of, a security deposit shall be considered a security deposit).

This Assignment shall inure to the benefit of Lender as holder of the icte, and to Lender's assigns and successors in interest.

IN WITHESS WHEREOF, LaSalle National Bank, not personally but as Trustee Afbresaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal co be hereunto affixed and attested by its Assistant Secretary, the day and year first above written Mad Made A Table of the Company of the Comp

LaSalle National Bank not personally, but is Trustee under Trust Dated March 1, 1989 and known as Trust No. 114210

Bv:

Vice President

Attest:

Assistant Secretary

STATE OF ILLINOIS

SS

COUNTY OF C 0 0 K

I, Kathy Pacana, a Notary Public in and for said County, DO HEREBY CERTIFY THAT OSEPH W LANC. Vice President of LaSalle National Bank, and Massistant Secretary of said Company, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such 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 Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said

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instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 13th day of Rebruary, 1990.

My Commission Expires:_

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"OFFICIAL SEAL" Kathy Pacana Notary Public, State of Illinois My Commission Expires June 11, 1992

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RÎDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED February 13, 1990 (UNDER TRUST NO.) 114210

This Assignment of Rents is executed by LA SALLE NATIONAL BANK, not personally but

the authority conferred upon it as said Trustee, and no personal liability or responsibility. promises, covenants, undertakings and agreements of san Trustee, nor as any admission it being understood by all parties hereto that said Trustee at no time is entitled to receive holders of said Note and by all persons claiming by, through or under said mortgage or employees, on account hereof, or on account of any promises, covenants, undertakings LA SALLE NATIONAL BANK, individually or as Trustee, shall have no obligation to see as Trustee only. It is expressly understood and agreed by the parcies hereto, anything contained, and shall not be liable for any action or non-action taken in violation of any Rents is executed by LA SALLE NATIONAL BANK, as Trustee, solely in the exercise of that said Trustee is entitled to any of the rents, issues, or profits under the said trust, hereafter claiming any right o. security thereunder. It is understood and agreed that shall be assumed by, nor at any time be asserted or enforced against it, its agents or or agreements herein or in said Note of tained, either expressed or implied, all such any of the rents, issues or profits of or from said cast property. This Assignment of liability, if any, being expressly waived and released by the mortgagee or holder or contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal to the performance or nonverformance of any of the covenants or promises herein the holder or holders, owner or owners of said Note and by every person now or of the covenants here a contained.

Form XX0136