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COLLATERAL ASSIGNMENT OF LEASE AND RENTS

THIS ASSIGNMENT, made as of the self day of company of Illinois, Successor Trustee to The Bank and Trust Company of Arlington Heights, Trustee under Trust No. 2092-AH dated April 2, 1979 (Assignor) to NBD Bank Evanston, N.A., a national banking association, having its principal place of business in Evanston, Illinois, as Assignee;

WITNESSETH THAT:

WHEREAS, Askignor, 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 \$550,000.00, 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 and to secure Assignor's guaranty of certain Leases 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 chereon 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 consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over

THIS INSTRUMENT PREPARED BY: Susan E. Thrower SCHWARTZ, COOPER, KOLB & GAYNOR 20 South Clark Street Suite 1100 Chicago, Illinois 60603

Address: 1351 Jarvis Avenue Elk Grove Village, IL

PIN: 08-27-400-075

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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 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 accourt of the use of the mortgaged premises, it being intended hereby co 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 tents 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 rang, 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 of 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 berein 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 full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and

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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, 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 Assigner 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 iny 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 Assignce 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 detan 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.

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Notwithstanding any provision herein to the contrary, prior to a default by Assignor, as defined in the Note executed by Assignor (after all applicable periods have expired), 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, 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, exemant or agreement of Assignor contained in said note or the mortgage, or in this Assignment, or in any of the leases (after all applicable grace periods have expired); and, upon written notice of Assignor's default at any time hereafter given by Assignee to any lessee by mailing same by United States registered 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 notive 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.

NBD TRUST COMPANY OF ILLINOIS, Successor Trustee to The Bank and Trust Company of Arlington Heights, 32 Trustee aforesaid

By: Vice President & Trust Officer

ATTEST:

lts: Trust Offi

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF MENTS

DATED MARCH 26, 1990 UNDER TRUST NO. 2092-AH

THIS ASSIGNMENT OF RENTS is executed by NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, 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 personally promises, covenants, undertakings and agreements of the 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 TRUS! COMPANY OF ILLINOIS, as Successor Trustee to THE BANK & TRUST COMPANY OF ARLINGTON HEIGHTS, as Trustee, solely in the exercise of the authority conferred upon it as 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, as Successor Trustee to THE EARN & TRUST COMPANY OF ARLINGTON HEIGHTS, individually or as Trustee, shall have no orligation 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.

COUNTY OF CCOK SS. UNOFFICIAL COPY 6

I, Annette N. Brusca	, a Notary Public in and for said County in Lawrence J. Kolman
the State aforesaid, LO HEREBY CERTIFY THAT	Lawrence J. Kolman
Vice President & Trust Officer of NBD TRUST	COMPANY OF ILLINOIS, as Successor Trustee to
THE DANK & TRUCT COMPANY OF ARLINGTON HEIGH	Peter Jung Peter Jung
γυμομυμηκουφακουρουισοπικώς Trust Officer of	said Trust Company, personally known to me to
be the same persons whose names are subscrib	med to the foregoing instrument as such Vice
President & Trust Officer and Association to Make the Company of the President & Trust Officer and Association to the President & Trust	xxBroomdonixmx Trust Officer, respectively,
appeared before me this day in person and ac	cknowledged that they signed and delivered the
said instrument as their own free and volunt	tary act, and as the free and voluntary act
of said Trust Company for the uses and purpx	oses therein set forth; and the said Axxxxxxxx
WicoxDrossidontest Trust Officer did also ther	and there acknowledge that he, as custodian
of the Corporate Seal of said Trust Company,	did affix said Corporate Seal of said Trust
Company to said incliment as his own free a	and voluntary act and as the free and voluntary
act of said Trust Campany, for the uses and	purposes therein set forth.
CTIVITY I Wall and Makeyiel Cont	which 27th day of March
GIVEN, under my hand and Notamial Seal, 1990.	uns zren day or raren ,
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* OFFICIAL SEAL " } ANNETTE N. P.O.SCA } NOTE OF A CO.SCA }	Notary Public Stusca
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EXHIBIT ALegal Description

Lot 2 in David's Resubdivision, being a resubdivision of the North 220 feet of the East 420 feet of Lot 230 in Higgins Industrial Park, Unit Number 165, being a subdivision of the Southeast quarter of Section 27, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Common address of property: 1351 Jarvis Avenue, Elk Grove Village, Illinois

PJN: 0E-27-400-075