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91673026

ASSIGNMENT OF RENTS AND LEASES

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THIS ASSIGNMENT is made as of December 20, 1991 by and between FIRST CHICAGO TRUST COMPANY OF ILLINOIS as trustee under Trust Agreement dated December 11, 1991 and known as Trust No. RV-011487 (the "Assignor"), and for the benefit of LASALLE BANK LAKE VIEW, a national banking association, whose mailing address is 3201 North Ashland Avenue, Chicago, Illinois 60657 (the "Assignee").

W I T N E S S E T H:

. DEPT-01 RECORDING \$20.50
. T#2222 TRAN 3917 12/23/91 11:35:00
. #6865 # E #--91-673026
. COOK COUNTY RECORDER

WHEREAS, Assignor is the record owner of the fee simple estate in and to the real estate described in Exhibit A attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, BROOKLYN BAGEL BOYS, INC. (the "Beneficiary") has concurrently herewith executed and delivered to Assignee a certain Revolving Note dated as of December 20, 1991 in the principal amount of \$500,000.00, a Term Note dated as of December 20, 1991 in the principal amount of \$360,000.00, and a Term Note dated as of December 20, 1991 in the principal amount of \$620,000.00, and Assignor and Beneficiary have executed and delivered to Assignee a Mortgage Note dated as of December 20, 1991 in the original principal amount of \$920,000.00 (collectively, the "Notes"), which Notes are secured by a Revolving Credit Mortgage (the "Mortgage") encumbering the Property and by other collateral documents in favor of Assignee (the Notes, Mortgage and other collateral documents are hereinafter referred to as the "Loan Documents").

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THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

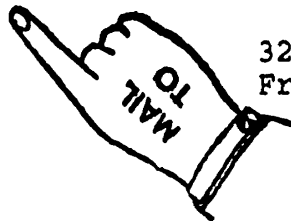
Paula F. McKay, Esq.
LaSalle National Corporation
135 S. LaSalle Street
Room 1125
Chicago, Illinois 60603

PERMANENT INDEX NUMBER:

12-20-401-012, Volume 64

PROPERTY ADDRESS:

3220 North Mannheim Road
Franklin Park, Illinois 60131



30 Mail

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NOW, THEREFORE, for the purpose of securing payment of the indebtedness evidenced by the Notes (including any and all extensions, renewals or modifications thereof) and the Loan Documents, and the payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or of the Notes and the Loan Documents, or any sums secured by said instruments, and the performance and discharge of each and every obligation covenant and agreement of Assignor herein or arising from the Notes and Loan Documents, and also in consideration of TEN DOLLARS (\$10.00), the receipt whereof is hereby acknowledged, the parties hereby agree as follows:

1. Assignment Clause. Assignor, intending to be legally bound and in consideration of the making of the loan represented by the Notes, does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor, in and to any leases which may be hereafter entered into for all or any portion of the Property (the "Leases"), and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by Assignor and the benefit of any guarantees executed in connection with any of the Leases. That this Assignment is absolute and is effective immediately; however, until notice is sent by Assignee to the Assignor in writing that an event of default has occurred under the Notes or under any other Loan Document (each such notice is hereinafter referred to as the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Property.

2. Representations. Assignor represents and warrants that there is no lease in effect with respect to the Property.

3. Negative Covenants of Assignor. Assignor shall not without Assignee's prior written consent, (i) execute an assignment or pledge of the rents from the Property or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; (ii) modify, extend or otherwise alter the terms of any of the Leases; (iii) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; (iv) execute any lease of all or a substantial portion of the Property except for actual occupancy by the lessee thereunder; (v) in any manner impair the value of the Property; or (vi) permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for general real estate taxes not delinquent.

4. Affirmative Covenants of Assignor. Assignor on and after title is conveyed to it shall at its sole cost and expense (i) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases; (ii) enforce or secure the performance of all of

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the covenants, conditions and agreements of the Leases on the part of the occupants to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases of the obligations, duties or liabilities of Assignor, as Lessor, and of the occupants thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (iv) transfer and assign to Assignee any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand any and all instruments required to effectuate said assignment; (v) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all occupants of the Property or any part thereof, the terms of their respective Leases, the space occupied and the rentals payable thereunder; (vi) exercise within five (5) days of the demand therefor by Assignee any right to request from the lessee under any of the Leases a certificate with respect to the status thereof; (vii) furnish Assignee promptly with copies of any notices of default which Assignor may at any time forward to any lessee of the Property of any part thereof; and (viii) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the default rate provided in the Notes.

5. Agreement of Assignor. (a) Should Assignor fail to make any payment or to do any act as herein provided for, then Assignee, but without obligation so to do, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Assignor.

(b) This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Assignee and Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or

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discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts or actions of Assignee. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor with interest at the default rate provided in the at immediately upon demand.

(c) Nothing herein contained shall be construed as constituting Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

(d) A demand on any lessee by Assignee for the payment of the rent on any default claimed by Assignee shall be sufficient warrant to the lessee to make future payment of rents to Assignee without the necessity for further consent by Assignor.

(e) Assignor does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to pay the same, and Assignor hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

(f) Assignor hereby irrevocably appoints Assignee as its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject Property, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Occupants of the subject Property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such occupants who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

(g) In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as

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amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease shall be made payable both to Assignor and Assignee. The Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it shall duly endorse to the order of Assignee any such check, the proceeds of which shall be applied to whatever portion of the indebtedness secured by this Assignment Assignee may elect.

6. Default. Upon, or at any time after, default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein, in the Notes or any of the Loan Documents or in the event of default under any of the Loan Documents, Assignee may, at its option, from and after the Notice and expiration of applicable period of grace, if any, and without regard to the adequacy of the security for the indebtedness hereby secured, either in person, or by agent with or without bringing any action or proceeding, or by receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof; and do any acts which Assignee deems proper to protect the security hereof; and, either with or without taking possession of said Property, in the name of Assignor or in its own name sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession of said Property or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Documents or the Notes. Assignor agrees that it shall facilitate in all reasonable ways Assignee's collection of said rents, and shall, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

7. Assignee's Right to Exercise Remedies. No remedy conferred upon or reserved to Assignee herein or in the Loan Documents or the Notes or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Note or the Loan Documents, contained shall be cumulative and concurrent,

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and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Assignor and/or the Property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power accruing upon any default shall impair any such right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

8. Defeasance. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant, or agreement herein, or in the Notes or Loan Documents, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms of conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

9. Miscellaneous (a) This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) The covenants of this Assignment shall bind the Assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, occupants and sub-occupants of the Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns.

(c) As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several.

(d) The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.

(e) In the event any one or more of the provisions contained in this Assignment or in the Notes, or in the Loan Documents

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shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contain herein or therein.

(f) This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.

(g) Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above-stated addresses of the Assignor, or to such other address as Assignor may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

(h) The term "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

(i) This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

Trustee's Execution
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the day and year first above written.

FIRST CHICAGO TRUST COMPANY OF ILLINOIS as Trustee Aforesaid

ATTEST:

By: [Signature]
Its: ASSISTANT SECRETARY

By: [Signature]
Its: [Signature]

is a Part Hereof.

In

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ASSIGNMENT OF RENTS EXONERATION RIDER

91673026

THIS ASSIGNMENT OF RENTS is executed by **First Chicago Trust Company of Illinois**, not personally by as Trustee as aforesaid in the exercise of the power and authority conferred and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said deed or in said note contained shall be construed as creating any liability on the said **First Chicago Trust Company of Illinois** personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein contained, all such liability, if any, being expressly waived by trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as **First Chicago Trust Company of Illinois** personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said trust deed and note provided.

Trustee's Exoneration Rider - Assignment of Rents

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Silvia Medina

I, Silvia Medina, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT MARIO V. GONZALEZ, personally known to me and known by me to be the Assistant Vice President of FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as Trustee, in whose name the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, then and there acknowledged that he, as custodian of the corporate seal of said corporation did affix the said corporate seal to said instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

December GIVEN under my hand and Notarial Seal this 20th day of December, 1991.

Silvia Medina
Notary Public

My Commission Expires:

PFM:mk
E12229.AGR
December 19, 1991



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Exhibit A

Property

The West 352.0 Feet of the East 402.0 Feet of the North 240.0 Feet of the South 26 Rods of the Southeast 1/4 of Section 20, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers

12-20-401-012 volume 64

Commonly known as

3220 North Mannheim Road
Franklin Park, Illinois 60131

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