### ASSIGNMENT OF RENTS AND LEASES

This Assignment made this 27th day of July, 1992, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated November 15, 1988 and known as Trust Number 106940-08, (hereinafter referred to as "Borrower") and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, (hereinafter referred to as "Lender").

#### WITNESSETE:

whire As, 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 Seven Hundred Five Thousand Five Hundred (\$705,500) Dollars secured by a Mortgage of even date herewith covering real estate in Cook County, 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, executed 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 of lessee ("Lessee") (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 "Debts").

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 Note, and to Lender's assigns and successors in interest.

This Assignment of Rents and Leases is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee. 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 personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said rust property. This Assignment of Rents and Leases is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trusted 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 my 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 holder 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 AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, 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 nonaction taken in violation of any of the covenants herein contained.

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IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated November 15, 1988 and known as Trust Number 106940-08

By:

Vice/President

OOA COUNTY CLORA'S OFFICE

Attest

Assistant Secretary

COUNTY

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STATE OF ILLINOIS ) SS COUNTY OF C 0 0 K )

ANNE M. MARCHERT \_, a Notary Public in and for said P. JOHANSEY! County, DO HEREBY CERTIFY THAT President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and Gregory S. Respective. Assistant Secretary of cold Company. \_\_\_, Assistant 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 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 instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this 27th day of July, 1992.

Notary Public

My Commission Light Humbs

My Commission Lights

My Commission Lig

This Instrument was Prepared by:

TOTAL STALL

Edwin Josephson, Esq. Chuhak & Tecson, P.C. 225 West Washington Street Suite 1300 Chicago, Illinois 60606 (312) 368-4666 or (312) 444-9300

#### Please Mail All Recorded Documents To:

LaSalle Northwest National Bank 4747 West Irving Park Road Chicago, Illinois 60641 POX 333

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### EXHIBIT "A"

#### LEGAL DESCRIPTION

That part of Lot 3 in Keeney Industrial District, Parcel "A": being an Owner's Division in the South East 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at a point in the West Line of Lot 3 in said Keeney Industrial District, being the East Line of North Monitor Avenue, 343.78 feet North of the South Line of Lot 4 in said Keeney Industrial District; thence North along the East Line of North Monitor Avenue, a distance of 160 feet; thence East along a Line drawn parallel with and 503.78 feet North of the South Line of said Lot 4, a distance of 358.03 feet to its intersection with the Southerly Right of Way Line of the land conveyed to the Chicago, Milwoukee, St. Paul and Pacific Railroad Company by Deed dated October 1932 and recorded November 9, 1932, as Document Number 11162537; thence Southeasterly along the said Right of Way Line, being a straight line, a distance of 80.99 feet; thence continuing Southeasterly along the said Right of Way Line, being a curved line convexed Southwesterly and having a radius of 487.06 feet, a distance of 105.24 feet (arc) to its intersection with a line drawn parallel with and 343.78 feet North of the South Line of Lot 4 aforesaid; thence west along the said parallel line a distance of 450.99 Feet to tra point of beginning, in Cook County, Illinois.

That part of Lot 3 c Keeney Industrial District, Parcel "B": being an Owner's Division in the South East 1/4 of Section 32, Township 40 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at a point on the West Line of said Lot 3, 41 feet South of the Northwest Corner thereof; and running thence East along a line drawn parallel with and 41 feet South of the North Line of said Lot 3, a distance of 138.91 feet to an intersection with the Southwesterly Line of the Right of Way conveyed to the Chicago, Milwaukee, St. Paul and Pacific Railroad by special Warranty Deed recorded November 9, 1332 as document number 11162537; thence Southeasterly along the said Right of Way Line, being a curved line convexed Northeasterly and having a radius of 467.52 feet, a distance of 308.12 feet (arc), thence continuing Southeasterly along the said Right of Way Line, being a straight Line tangent to the said curved line, a distance of 8.19 feet to an intersection with a line 503.78 feet North of and parallel with the South Line of Lot 4 in said Keeney Industrial District; thence West along the said parallel line a distance of 358.03 feet to an intersection with the said West Line of Lot 3 in said Keeney Industrial District; thence North along said West Line of Lot 3, a distance of 217.66 Feet to the point of beginning, all in Cook County, Illinois.

Said premises are more commonly known as: 1823 North Monitor, Chicago, Illinois 60639.

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