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ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under a Trust Agreement dated the 22nd day of October, 1992 and known as Trust Number 116.82-04 ("Trustee"), located at 33 North LaSalle Street, Chicago, Illinois and THOMAS H. BAUR, an individual residing in Illinois, ("Beneficiary") residing at 1954 North Fremont, Chicago, Illinois 60614 (Trustee and Beneficiary are herein collectively the "Assignor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, do hereby assign, transfer and set over to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, located at 33 North LaSalle Street, Chicago, Illinois ("Assignee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real state and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases"), relating to that certain real estate situated at 6343 Gross Point Road, Niles, Cook County, Illinois and legally described in Exhibit "A" attached hereto and made a part hereof and the improvements now or hereafter erected thereon (collectively the "Building"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents, royalties, contract rights, security deposits, minimum rents, additional rents, percentage rents, storage space facilities rents, late fees, parking fees, common area maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, the premium payable by any obligor under any of the Leases upon the exercise of a cancellation privilege originally provided in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Building together with any and all rights and claims of any kind which Assignor may have against any obligor under any of the Leases or any subtenants or assignees thereof, or any occupants of the Building and all other sums due or which may hereafter become due under or by virtue of the Leases (collectively the "Rents").

73-89-61702p 3

MEMO A

Handwritten initials

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THIS INSTRUMENT PREPARED BY  
AND SHOULD BE MAILED TO:

STREET ADDRESS:

JAMES T. MAYER, ESQ.  
MALK HARRIS & MILLER  
212 East Ohio Street  
Suite 500  
Chicago, Illinois 60611

6343 Gross Point Road  
Niles, Illinois 60648

PERMANENT PROPERTY TAX NUMBERS  
10-29-307-007

BOX 333

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This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on that certain secured installment note ("Note") of the Assignor dated as of the date hereof, payable to the order of Assignee in the original principal sum of \$800,000.00, providing interest prior to maturity, and after maturity until paid, as set forth in the Note, (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage and Security Agreement dated of even date herewith from the Assignor to the Assignee (the "Mortgage"), conveying and mortgaging the Building and other property as security for the Note and any and all other indebtedness intended to be secured thereby, including that certain amended and restated guaranty agreement ("Guaranty") dated as of the date hereof executed by Beneficiary and delivered to Lender, (iii) the performance of all obligations, covenants, promises and agreements contained herein or in any of the Loan Documents as that term is defined in the Mortgage and any and all other indebtedness intended to be secured thereby including without limitation the Second Note, Second Mortgage, Second Loan Documents, Third Notes and Third Loan Documents (as those terms are defined in the Mortgage), and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii) and (iii) or any security therefor or any rights of the Assignee in connection therewith, including this Assignment (the Note and the other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii) and (iv) above being hereinafter collectively referred to as the "indebtedness hereby secured").

The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums dues or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby. Assignee's power under this Assignment shall be coupled with an interest and shall be irrevocable until all the indebtedness hereby secured is paid in full.

The Beneficiary warrants and Assignor represents to the Assignee that the Assignor has good right to make this Agreement and that the Assignor has not heretofore alienated, assigned, pledged or otherwise, disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

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This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Building, but so long as no Event of Default shall exist under the Note, the Mortgage or any Loan Documents as defined therein and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due.

The Assignor hereby irrevocably consents to and authorizes and directs that any and all tenants or other obligor under the Leases upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such tenants or other obligor to determine the actual existence of any Event of Default or other event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenants or other obligor for any such rents and other sums paid by tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the Rents, issues and profits of the Building and in furtherance thereof, Assignor agrees that upon the occurrence of an Event of Default under the Note, Mortgage or any Loan Document, whether before or after the Note is declared due in accordance with its terms or under the terms of the Mortgage or any Loan Document and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assignee may, at its option, (i) take actual possession of the Building hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Building together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents, or servants, therefrom and hold, operate, manage and control the Building, and at the expense of the Assignor, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Building as may seem judicious, and pay taxes, assessments and prior or proper charges on the Building, or any part thereof, and insure and reinsure the same, and lease the Building in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in such case have the right to manage and operate the said Building and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the Building, Assignee may proceed to enforce

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the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof. In addition, Assignor's rights to use the Rents shall terminate and any Rents then or thereafter coming into Assignor's possession are to be held in trust by Assignor for the benefit of Assignee and immediately delivered to Assignee; thereafter, Assignor shall have no rights to use the Rents without written consent of Assignee. Immediately upon demand by Assignee, Assignor shall deliver to Assignee the originals of the Leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Assignee, which endorsement and/or assignment shall be in form and substance acceptable to Assignee. Assignee, then or at any time or times thereafter, at its sole election, without notice thereof to Assignor, and without taking possession of the Building, may notify any or all of the obligors under the Leases that the Leases have been assigned to Assignee, and Assignee (in its name, in the name of Assignor or in both names), may direct said obligors thereafter to make all payments due from them under the Leases directly to Assignee and/or Assignor, immediately upon demand by Assignee, and Assignee shall irrevocably direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases as directed by Assignee.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

- (a) to the payment of all proper charges and expenses including the just and reasonable costs of Assignee and its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Building and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, expense, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;
- (b) to the payment of any sum secured by a lien or encumbrance upon the Building;
- (c) to the cost of completing any improvements being constructed on or about the Building; and
- (d) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the

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indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the Rents, income and profits of the Building.

Within fifteen (15) days after written demand therefor by Assignee or as required by the terms of the Mortgage, Assignor shall deliver to Assignee, in form and substance acceptable to Assignee, a detailed rent roll of all the Leases and such other matters and information relating thereto as Assignee may reasonably request, certified by Beneficiary.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and Rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease. Assignor has not and shall not receive or collect any of the Rents for a period of more than one (1) month in advance (whether in cash or by promissory note), or pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the Rents; and Assignor shall not waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any obligor thereunder, of and from any material obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the Assignor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the Building is located, not to further assign or encumber its rights under the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the prior written consent of Assignee. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Building by the Assignee, be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the Lessor under any Leases or under or by reason of this Assignment. The Assignee shall not have any liability to Assignor or any one for any action taken or



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omitted to be taken by it hereunder, except for its gross negligence or willful misconduct. Should the Assignee incur any expense, liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of incurrence shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand, provided that Assignor's obligation to so pay shall survive payment of the indebtedness hereby secured and the release of this Assignment. Notwithstanding anything in the foregoing to the contrary, Assignor shall not be liable to pay to Assignee or any other party any fees and/or expenses paid or incurred by Assignee in connection with any litigation instituted by Assignor against Assignee which litigation results in a final order of a court of competent jurisdiction finding Assignee liable to Assignor for damages caused by Assignee to Assignor.

Assignor hereby agrees to indemnify and hold Assignee harmless of, from and against any and all liability, loss, damage or expense which Assignee may or might incur by reason of this Assignment, or for any action taken by Assignee hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, except for the gross negligence or willful misconduct of Assignee including, but not limited to, any claim by any obligor thereunder of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under any of the Leases more than one month in advance of the due date thereof. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including attorneys' and paralegals' fees and expenses) shall be payable by Assignor immediately without demand, shall bear interest at the Default Rate set forth in the Note from the date of Assignee's payment thereof until repaid to Assignee, and shall be secured hereby and by the Mortgage.

Until the indebtedness secured hereby shall have been paid in full, Assignor will, upon Assignee's request, deliver to Assignee executed copies of any and all future Leases, and hereby covenants and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all specific assignments thereof that the Assignee may reasonably deem to be advisable for carrying out the true purposes and intent of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the said Note, Mortgage or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised

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whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the Rents assigned hereunder or to exercise any of the rights or power herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suits to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Building after any foreclosure sale.

Every provision for notice, demand or request required in this Assignment or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed or sent by a recognized nationwide commercial courier, to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth previously or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the fifth (5th) day following posting as aforesaid. If sent by commercial courier, such notice, demand or request shall be deemed to have been made on the first (1st) business day after delivery to the courier.

This Assignment shall be assignable by the Assignee in conjunction with an assignment of the Note and all of the terms and provision hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. This Assignment shall be governed by the law of Illinois.

## EXCULPATION

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of

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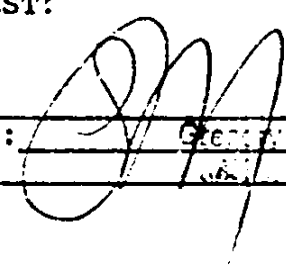
binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the American National Bank and Trust Company of Chicago, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Rents and Leases the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO,  
as Trustee as aforesaid and not  
personally.

By:   
Name: J. M. Whelan  
Its: VP

ATTEST:

By:   
Name: George S. K...  
Its: ...

  
THOMAS H. BAUR

A:\baur\assignment.ren

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STATE OF ILLINOIS    )  
                              ) 88.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify, that MICHAEL WILLIAM, Vice-President and Assistant Secretary Secretary of American National Bank and Trust Company of Chicago, who are personally known to me to be the same persons whose names 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 foregoing instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged that he, as custodian of the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of NOV 23 1992, 1992.

Pamela Ann Csikos  
NOTARY PUBLIC

"OFFICIAL SEAL"  
PAMELA ANN CSIKOS  
Notary Public, State of Illinois  
My Commission Expires 01/1/96

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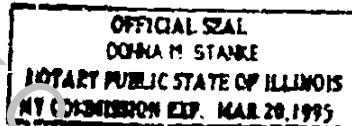
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STATE OF ILLINOIS )  
                          )     SS.  
COUNTY OF COOK    )

I, Donna M Stanke a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that THOMAS H. BAUR, an individual residing in Illinois, personally known to me whose name is subscribed to the within instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument and executed same as his free and voluntary act for the use and purpose therein set forth.

GIVEN under my hand and Notarial Seal this 2<sup>th</sup> day of November, 1992.

  
\_\_\_\_\_  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

THAT PART OF LOT 4 OF TOUHY AVENUE INDUSTRIAL SUBDIVISION IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 4, 230.48 FEET EAST OF THE SOUTHWEST CORNER OF LOT 4; THENCE EAST ALONG THE SOUTH LINE OF LOT 4, 182.00 FEET TO A POINT ON SAID SOUTH LINE, 236.00 FEET WEST OF THE SOUTHEAST CORNER OF LOT 4; THENCE NORTH AT RIGHT ANGLES TO SAID SOUTH LINE OF LOT 4, 255.61 FEET; THENCE NORTHWESTERLY AT AN ANGLE OF 211° 09' 11" COUNTER-CLOCKWISE FROM THE AFORESAID LINE, 88.92 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF GROSS POINT ROAD; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF GROSS POINT ROAD, 158.92 FEET TO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF GROSS POINT ROAD AND A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF LOT 4 FROM THE POINT OF BEGINNING; THENCE SOUTH ALONG SAID RIGHT ANGLE LINE, 249.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 10-29-307-007

Commonly Known As: 6343 Gross Point Road, Niles, Illinois

Cook County Clerk's Office

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