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ASSIGNMENT OF RENTS AND LEASES

WHEREAS, this Assignment of Rents and Leases is dated this 31st day of January, 1992.

WHEREAS, LAUNDRYLAND SOUTH ASSOCIATES, L.P., an Illinois limited partnership (hereinafter referred to as "Owner") is the owner of the following described real estate:

"SEE EXHIBIT A ATTACHED HERETO AND MADE A PART THEREOF"

Said real estate is subject to the lien of a Mortgage executed by the Owner to DOWNERS GROVE NATIONAL BANK, a national banking association, Main and Curtiss Streets, Downers Grove, Illinois 60515 as Mortgagee dated January 31, 1992 and recorded in the Office of the Recorder of Deeds of the County of Cook, State of Illinois; and,

WHEREAS the said Owner gave the above described Mortgage to secure a loan of even date from DOWNERS GROVE NATIONAL BANK, Main and Curtiss Streets, Downers Grove, Illinois 60515 (hereinafter referred to as "Note Holder") in the amount of THREE HUNDRED THIRTY SEVEN THOUSAND THIRTY EIGHT and 03/100 DOLLARS (\$337,038.03); and

WHEREAS as further security for the above described loan, the Note Holder requires the assignment of rents and leases as part of the consideration for making said loan.

NOW, THEREFORE, the Owner in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto the Note Holder, its successors and assigns, all the rents, earnings, income, issues and profits of and from the real estate and premises hereinabove described which are now due and which may hereafter become due, payable or collectable under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use of occupancy of, any part of the real estate and premises hereinabove described, which said Owner may have heretofore made a agreed to or may hereafter make or agree to, or which may be made or agreed to by the Note Holder under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Note Holder herein, all relating to the real estate and premises hereinabove described:

*Witness instructed prepared by:
Bruce Hoffmann, Esq.
150 N. Dearborn Dr.
Chicago, IL 60676*

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1. This instrument is given to secure payment of a Note in the principal sum of THREE HUNDRED THIRTY SEVEN THOUSAND THIRTY EIGHT and 03/100 DOLLARS (\$337,038.03) and interest upon a certain loan evidenced by the Promissory Note dated January 31, 1992 (hereinafter called the "Note") of the Owner and others, payable to Note Holder, secured by the aforesaid Mortgage conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until the Note and all other costs and charges which may have accrued or may hereafter accrue under the Note or Mortgage have been fully paid.

2. Without limitation of any of the legal rights of the Note Holder as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, the Owner hereby covenants and agrees that in the event of any default under the Note or Mortgage, the Owner will, whether before or after the Note secured by the Mortgage is declared to be immediately due in accordance with the terms of the Mortgage or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith, upon demand of the Note Holder, surrender to the Note Holder, and the Note Holder shall be entitled to take actual possession of the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken. The Note Holder in its discretion, may with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers, and accounts of the Owner relating thereto, and may exclude the Owner, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold operate, manage and control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the real estate and premises hereinabove described, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious, and may insure and reinsure the same, and may lease said real estate and premises in such parcels and for such times and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage and may cancel any lease or sublease for any cause or on any ground which would entitle the Owner to cancel the same, and in every such case the Note Holder shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best.

Further, in the event of any default under the Note or Mortgage the Note Holder shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the real estate and premises, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Note Holder and of its attorneys, agents, clerks, servants, and other employed

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by it, for services rendered in connection with the operation, management, and control of the said real estate and premises and the conduct of the business thereof, said such further sums as may be sufficient to indemnify the Note Holder against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of the Note Holder hereunder, the Note Holder may apply any and all moneys arising as aforesaid:

(A) To the payment of interest on the principal and overdue interest on the Note secured by the Mortgage, at the rate therein provided; (B) To the payment of the principal of the Note from time to time remaining outstanding and unpaid; (C) To the payment of any and all other charges secured by or created under the Note or Mortgage; and (D) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in (A), (B), and (C), to the Owner.

3. The Owner may continue to collect all rentals, as hereinafter limited, due under any leases upon the real estate and premises hereinabove described and perform the obligations of Owner thereunder, until such time as the Note Holder shall give notice to the lessees under said leases, which may be given by U.S. Mail addressed to the lessees at the address of the leased premises, that all rents then due or to become due as well as all the amounts payable under the terms of said leases, shall be payable directly to the Note Holder at its then business address. The Note Holder may give this notice to the lessee at any time or from time to time after a default exists in the payment of principal or interest under the Note or in the performance of the terms of conditions contained in the Mortgage herein referred to and in the Note secured thereby. The lessees may rely upon said notice from the Note Holder, and are to comply with its terms.

4. Except for the collection by the Owner pursuant to the leases of the last month's rent, the Owner will not be allowed to collect any rental more than one month in advance and any such collection of rental more than one month in advance shall not be binding on the Note Holder.

5. The Owner agrees that it will in no way, either orally or in writing, change, amend, or in any way alter the conditions of the leases hereinabove referred to and warrants that said leases have not been amended, changed or in any way altered, except as above set out.

6. The Owner shall not accept surrender of any lease of the premises or any part thereof leased thereunder, without the prior written consent of the Note Holder which consent shall not be unreasonably withheld.

7. The Owner shall not assign or in any way encumber or allow to become encumbered any of the rents due or to become due under the aforesaid leases, except as herein provided.

8. This instrument is assignable by the Note Holder, and all of the terms and provisions hereof shall be binding upon the heirs to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

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9. The failure of the Note Holder, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of 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 of its rights under the terms hereof, but said Note Holder, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this Assignment, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

10. The payment of the Note and release of Mortgage securing said Note shall ipso facto operate as a release of this instrument.

This document is executed this 31st day of January, 1992.

LAUNDRYLAND SOUTH ASSOCIATES, L.P.,
an Illinois limited partnership

By: General Partner; LAUNDRYLAND SOUTH, INC.



President



Secretary

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LEGAL:

LOTS 13 TO 17 INCLUSIVE IN BLOCK 16 IN COBE AND MCKINNON'S 59TH ST. AND WESTERN AVENUE SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, AS SET FORTH IN THE EASEMENT AGREEMENT DATED MARCH 1, 1989 AND RECORDED MARCH 9, 1989 AS DOCUMENT 89104129 MADE BY AND BETWEEN FLETCHER HARMeyer ENTERPRISES, AN ILLINOIS PARTNERSHIP AND QUIK WASH V, A CORPORATION OF ILLINOIS, FOR INGRESS AND EGRESS OVER PARTS OF THE FOLLOWING DESCRIBED LAND, TO WIT:

LOTS 18 TO 24 INCLUSIVE IN BLOCK 16 IN COBE AND MCKINNON'S 59TH ST AND WESTERN AVENUE SUBDIVISION IN SECTION 13, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 6036 S. WESTERN AVENUE
CHICAGO, ILLINOIS 60636

P.I.N.	19-13-415-025
	19-13-415-026
	19-13-415-027
	19-13-415-028
	19-13-415-029
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	19-13-415-031
	19-13-415-032
	19-13-415-033
	19-13-415-034
	19-13-415-035
	19-13-415-036

EXHIBIT A

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