

ASSIGNMENT OF LEASES AND RENTS



KNOW ALL MEN BY THESE PRESENTS, that AMALGAMATED TRUST & SAVINGS BANK, not personally but solely as Trustee under Trust Agreement dated September 1, 1976 and known as Trust No. 4,000, with a mailing address of 1 West Monroe Street, Chicago, Illinois 60603 ("Assignor") in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto COLB TAYLOR BANK, an Illinois banking corporation, with an office at 350 East Dundee Road, Wheeling, Illinois 60090 (hereinafter referred to as the "Mortgagee"), all right, filte and interest of Assignor in, under or pursuant to any and all present or future leases, 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 estate and premises hereinafter described which Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by Mortgagee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (hereinafter a "Leases", or, collectively, the "Leases"), all relating to that certain real estate situated in the County of Cook, State of Illinois, described in Exhibit A attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Premises"), 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 and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of tenants under the Leases.

This Arthenment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on a Propis ory Note of Assignor, The Seymour H. Persky Trust dated May 17, 1988 and Seymour H. Persky bearing even date herewith, payable to the order of Mortgagee in the aggregate principal sum of \$757,446 and any note Issued in extension or renewal thereof or in substitution therefor (the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage Assignment of Rents and Security Agreement bearing even date herewith, from Assignor to Mortgagee (the "Mortgage") conveying and in ortgaging the Premises as security for the Note and any and all other indebtedness intended to be secured thereby, and (iii)—the payment of all expenses and charges, legal or otherwise, paid or incurred by Mortgagee in realizing upon or protecting the indebtedness record to in the foregoing clauses (i), (ii) and (iii) or any security therefor, including this Assignment.

Assignor does hereby in evidably authorize and empower Mortgage after an Event of Default (as defined in the Mortgage) to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compounds any claim thereunder as fully as Assignor could do, and to endorse the name of Assignor on all commercial paper given in part payment thereof, and in Mortgagee's discretion to file any claim or take any other action or proceeding, either in Mortgagee's name or in the name of Assignor or otherwise, which Mortgagee may deem reasonably necessary or appropriate to collect any and all sv as a let or to become due under any Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of infortgagee in and to such sums and the security intended to be afforded hereby.

Assignor warrants to Mortgagee that Assignor has good right to make this Assignment and that Assignor has not heretofore allenated, assigned, pledged or otherwise disposed of any of the lights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

Notwithstanding the foregoing provisions making and er ablisting a present and absolute transfer and assignment of all rents, carnings, income, issues and profits as aforesaid, and so long as no Event of Default shall exist under any of the Note, the Mortgage and no event shall exist which if uncured within any applicable cure period, has or would become an Event of Default thereunder, Assignor shall have the right and license to collect, use and enjoy all rents and other rains due or to become due under and by virtue of any Lense as they respectively become due, but not more than thirty (30) days in addance

Assignor hereby irrevocably consents to and authorizes and directs that are tenant under any Lease upon demand and notice from Mortgagee of Mortgagee's right to receive the rents hereunder, shall pay such reart to Mortgagee without any obligation on the part of such tenant to determine the actual existence of any Event of Default or event channed by Aortgagee as the basis for Mortgagee's right to receive such rents and notwithstanding any notice from or claim of Assignor to the cor rary. Except in the case of Mortgagee's willful misconduct or gross negligence, Assignor hereby waives every right or claim against any tenant for any such rents paid by tenant to Mortgagee.

Without limiting any legal rights of Mortgagee as the absolute assignee of the rents, isster and profits of the Premises and in furtherance thereof, Assignor agrees that upon the occurrence of an Event of Default under the Mortgage, whether before or after the Note is declared due in accordance with its terms or under the terms of the Mortgage, Mortgagee may, at its option, take actual possession of the Premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for en addition broken, and with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part ressal. Premises together with all documents, books, records, papers and accounts relating thereto, and exclude Assignor, their agents of servints, therefrom and hold, operate, manage and control the Premises, and at the expense of Assignor, from time to time, cause to be any actual necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as my seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and on such terms and on such terms and insure and reinsure the same, and on such terms as Mortgagee may deem proper, including Leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any Lease or sub-lease for any cause or on any grown the business thereof as Mortgagee shall deem best.

After payment of all proper charges and expenses, including the just and reasonable compensation for the services of Mortgagee, its attorneys, agents, clerks, servants and others employed by the Mortgagee in connection with the operation, management and control of the Premises and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Mortgagee against any inability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Mortgagee hereunder, Mortgagee may, at its option, credit the net amount of income which Mortgagee may receive by virtue of this Assignment and from the Premises to any and all amounts due or owing to Mortgagee under the terms and provisions of the Note, the Mortgage, and any toan or security agreement pertaining thereto, whether or not the same may then be due or be otherwise adequately secured. Mortgagee shall have the right, but not the duty, to apply such net income to the discharge of any other lien or charge upon the Premises or to complete any improvements financed by the proceeds of the Note. The manner of the application of such net income and the item which shall be within the sole discretion of Mortgagee. Mortgagee shall be subrogated to any tien or charge discharged out of the rents, income and profits of the Premises.

Assignor hereby further covenants that Assignor will, upon request of Mortgagee, execute and deliver such further instruments and do and perform such other acts and things as Mortgagee may reasonably deem necessary or appropriate to more effectively vest in and secure to Mortgagee the rights and rents which are intended to be assigned to Mortgagee hereunder.

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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 further assign or encumber their rights under the Leases or their rights to the rents or other sums due or to become due thereunder, not to accept rent more than one month in advance, and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Mortgagee.

The acceptance by Mortgagee 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 Premises by Mortgagee, be deemed or construed to constitute Mortgagee a mortgagee in possession nor thereafter impose any obligation whatsoever upon Mortgagee, it being understood and agreed that Mortgagee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases of the Premises or under or by reason of this Assignment. Mortgagee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct or gross negligence. Should Mortgagee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by Mortgagee hereunder, or in defense against any claim or demand whatsoever which may be asserted against Mortgagee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Interest Rate (as such term is defined in the Note) shall be secured by this Assignment and by the Mortgage, and Assignor shall reimburse Mortgagee therefor immediately upon demand.

The rights and remedies of Mortgagee becounder are cumulative and are not in lieu of, but are in addition to, any rights or remedies which Mortgagee shall have under the said Note, Mortgage or any other instrument or document or under applicable law and the exercise by Mortgagee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Mortgagee, whe'ver rising under the Mortgage or otherwise, each and all of which may be exercised whenever Mortgagee deems it in fix interest to do so. The rights and remedies of Mortgagee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Mortgagee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, that not be construed or deemed to be a waiver of any rights under the terms hereof. The right of Mortgagee to collect and receive the collect and receive

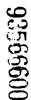
This Assignment shall be as ignable by Mortgagee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

This Assignment is executed by An algorithm and Trust & Savings Bank, not personally but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform and command, either express or implied, herein contained, all such liability, if any being expressly waived by Assignor and by every person now or be reafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the beneficiary of Assignor or of any guarantor of the indebtedness hereby secured, or by proceeding against any other or date, all security therefor.

DATED as of the 4 day of July, 1993.

AMALGAMATED TRUST & SAVINGS BANK, not personally but solely as Trustee under Trust vercement dated September 1, 1976 and known as Trust No. 4,000

See attached Rider for signature of Trustee The cere's and conditions contained in this instrument to the lay contrary and attached this instrument is subject to the lay provisions or the Trustee's Exculpatory Rider attached thereto and more a part hereof.



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STATE OF ILLINOIS)	e			
COUNTY OF C O O K	.			
I, CERTIFY that TRUST & SAVINGS BANK, and dated September 1, 1976 and know in person and acknowledged that a free and voluntary act and as the bank's authority.	vn as Trust No. 4,000, whos	y known to me to be to not individually or per e name is subscribed to	he sonally but solely as Trusto o the within instrument, ap	of AMALGAMATES under Trust Agreemen peared before me this day
GIVEN under my hand	and Notarial Seal this	day of	, 1993.	
		Notary P	ublic	
My Commission expires:	•	romy r	uviit.	
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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOT HE IN BRONSONS ADDITION TO CHICAGO IN THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN FROM THE NORTH LINE OF SAID LOT 116 TO THE SOUTH LINE THEREOF PARALLEL WITH AND 118 FEET 4 18 INCHES EAST OF THE WEST LINE OF SAID LOT 110 EXCEPT THAT PART THEREOF TAKEN OR USED FOR LASALLE STREET, IN COOK COUNTY, ILLINOIS

Permanent Index No.: 17-04-204-019

Commonly Known A.: 1714-50 NORTH LASALLE STREET, CHICAGO, ILLINOIS

PROPERTY OF COLUMNS CLARKS THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

James T. Mayer, Esq. Malk & Harris 212 East Ohio Street Suite 500 Chicago, Illinois 60611

Property of Cook County Clerk's Office

RIDER ATTACHED TO: Assignment of Leases and Rents
DATED: 7/14/93
This instrument is executed by AMALGAMATED TRUST & SAVINGS BANK, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly agreed that nothing herein contained shall be construed as creating any liability on said AMALGAMATED TRUST & SAVINGS BANK in its individual corporate capacity to pay any indebtedness accruing thereunder, or with respect to any warranty or representation contained in this instrument, or to perform any covenant, either express or implied, herein contained, including but not limited to warranties, indemnifications, and hold harmless representations in said documentall such liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right or interest hereunder, and as so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said, AMALGAMATED TRUST & SAVINGS BANK as Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to 10.59 he beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to 2011 hit is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.
AMALGAMATED TRUST & SAVINGS, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER TRUST NO. 4000 BY: APS. VICE PRESIDENT A TEST: Common V.P. ASSISTANT SECRETARY
STATE OF ILLINOIS) SS COUNTY OF COOK) McHenry
I, the undersigned, a Notary Public in and for said County, in the Sale aforesaid, do hereby certify, that Michele Hofstra Asst., VICE PRESIDENT, of AMALGAMATED TRUST & SAVINGS BANK, and Ed Sweigard V.P., ASSISTANT SECRETARY, of said oanking corporation, 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 said instrument as their own free and voluntary acts, and as the free and voluntary act of said banking or poration, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the uses and purposes herein set forth.
GIVEN UNDER MY HAND AND NOTARIAL SEAL "OFFICIAL SCAL" CAROLE O'LEARY Notary Public, State of Illinois My Commission Expires 12/14/96 BY:

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