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ASSIGNMENT OF RENTS AND LEASES

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THIS ASSIGNMENT is made this 16th day of February 19 83
by and between Midwest Bank & Trust Co. as Trustee UTA #86-03-1942 dated 3/20/86
(hereinafter referred to as "Borrower" or "Assignor") and American National Bank of Bensenville
, a National Banking Association (hereinafter referred to as "Assignee").

WITNESSETH

I. ASSIGNOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, transfers, sets over, conveys and assigns to Assignee all right, title, and interest of the Borrower in, to and under any and all leases and subleases together with any and all future leases hereinafter entered into by Borrower (collectively the "Leases") affecting the subject property commonly known as 1414 Washington Blvd., Hillside, IL 60162 and legally described in Exhibit "A" attached hereto and made a part hereof and all guaranties, amendments, extensions, and receivables of said Leases and all rents, income, and profits which may now or hereafter be or become due and owing under the Leases or on account of the use of the subject property.

II. THIS ASSIGNMENT is given to secure:

- A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of Borrower of even date herewith in the principal sum of Five Hundred Fifty Four Thousand----- AND 00/100 (\$ 554,000.00-----) DOLLARS (hereinafter referred to as the "Note") and secured by a certain mortgage (hereinafter referred to as the "Mortgage") of even date herewith encumbering the subject property; and
- B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and
- C. The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage and any other instrument constituting security for the Note.

III. ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS AND WARRANTS THAT:

- A. The sole ownership of the Leases is vested in Borrower, and that Borrower has not, and shall not, perform any acts or execute any other instrument, which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
- B. The Leases listed on the Schedule of Leases (if one is attached hereto) attached hereto as Exhibit "B" and expressly made a part hereof are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.
- C. There are no leases of the subject property except those listed on the Schedule of Leases (if one is attached hereto).
- D. None of the Leases shall be materially altered, modified, amended, terminated, cancelled or surrendered nor any term or condition thereof be waived without the prior written approval of the Assignee.
- E. There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.
- F. Assignor shall give prompt notice to Assignee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the Borrower, together with a complete copy of any such notice.
- G. Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.
- H. Assignor will not permit any Lease to come before the Mortgage and shall subordinate all leases to the lien of the Mortgage.

IV. RIGHTS AND REMEDIES UPON DEFAULT

- A. This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notice is sent to the Assignor in writing that a default has occurred, and has not been cured, under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereinafter called the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the subject property.
- B. In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a written Notice, receive and collect all such rents, income and profits as they become due, from the subject property and under any and all Leases of all or any part of the subject property. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.
- C. Borrower hereby irrevocably appoints Assignee 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 to 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. Lessees of the subject property are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such liability or obligation to Borrower in respect of all payments so made.
- D. From and after service of the Notice of any default, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the subject property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the subject property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom.

Prepared By: Sandy L. Mackling Mail To: American National Bank of Bensenville
133 West Grand Avenue
Bensenville, IL 60106

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Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of the Notice of any default that has not been cured, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the subject property and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the subject property or of making the same rentable, attorney's fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine according to provisions of the Security Documents executed herewith. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Assignor under any of the Leases and does not assume any of the liabilities in connection with or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the subject property, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the subject property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the subject property or for any negligence in the management, upkeep, repair or control of the subject property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

V. CUMULATIVE RIGHTS

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

VI. SEVERABILITY

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

VII. NOTICE

All Notices to be 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 addresses of the parties hereto as delineated below, or to such other address as a party 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.

IF TO ASSIGNEE: 133 West Grand Avenue, Bensenville, IL 60106

COPY TO:

IF TO ~~ASSIGNOR~~ Beneficiary: 4141 Washington Blvd., Hillside, IL 60162

COPY TO:

VIII. SUCCESSORS & ASSIGNS

The term "Assignor", "Assignee", and "Borrower" 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 with 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.

IX. MODIFICATIONS

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

Permanent Index Numbers:

- 15-08-420-008 Vol. #159 (Affects Lot 1)
- 15-08-420-007 Vol. #159 (Affects Lot 2)
- 15-08-420-006 Vol. #159 (Affects Lot 3)
- 15-08-420-005 Vol. #159 (Affects Lot 4)
- 15-08-420-004 Vol. #159 (Affects Lot 5)
- 15-08-420-003 Vol. #159 (Affects Lot 6)
- 15-08-420-002 Vol. #159 (Affects Lot 7)
- 15-08-420-029 Vol. #159 (Affects part of Lot 11)
- 15-08-420-017 Vol. #159 (Affects Lot 37)
- 15-08-420-016 Vol. #159 (Affects Lot 38)
- 15-08-420-033 Vol. #159 (Affects Lots 39 and 40)

Commonly known as: 4141 Washington Boulevard, Hillside, Illinois 60162

Midwest Bank & Trust Co. as Trustee
UTA #86-03-4949 dated 3/20/86 and not personally.

BY: Walter McLeod
Asst. Vice President President

SEE EXHIBITATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.

ATTEST: Mark Snyder
Operations Officer Secretary

DEPT-01 RECORDINGS 129.50
T#9999 TRAN 5085 03/16/10 11:37:00
#4248 # *--10-195585
COOK COUNTY RECORDER

982205555

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THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN
Assignment of Rents DATED 2/16/93 AND EXECUTED
BY **MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER**
TRUST AGREEMENT # 86-03-4949 :

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank & Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its own right, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

ADMITTED TO PUBLIC RECORDS
Cook County Clerk's Office

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EXHIBIT "A"
(page 1 of 2)

PARCEL 1:

LOTS 1, 2 AND 3 (EXCEPT THAT PORTION OF SAID LOTS 1, 2 AND 3 LYING NORTH OF A STRAIGHT LINE EXTENDING FROM A POINT IN THE EAST LINE OF SAID LOT 1, 54.83 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 1 TO A POINT IN THE WESTERLY LINE OF SAID LOT 3, 75.45 FEET NORTHERLY OF THE SOUTH WEST CORNER OF SAID LOT 3) IN COOK COUNTY ILLINOIS.

PARCEL 2:

LOT 4 (EXCEPT THAT PORTION OF SAID LOT 4 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF SAID LOT, THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT A DISTANCE OF 21.55 FEET; THENCE WEST A DISTANCE OF 15.8 FEET OF A POINT; THENCE WESTERLY ALONG A LINE PARALLEL WITH AND 17 FEET SOUTH OF THE SOUTH LINE OF BUTTERFIELD ROAD A DISTANCE OF 9.85 FEET TO THE WESTERLY LINE OF SAID LOT 4; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4 A DISTANCE OF 17 FEET TO THE SOUTHERLY LINE OF BUTTERFIELD ROAD; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF BUTTERFIELD ROAD TO THE PLACE OF BEGINNING) IN COOK COUNTY ILLINOIS.

PARCEL 3:

LOTS 5, 6 AND 7 (EXCEPT THE NORTH WESTERLY 17 FEET OF SAID LOTS 5, 6 AND 7 BEING THE PORTION OF SAID LOTS LYING NORTH WESTERLY OF A LINE PARALLEL WITH AND 17 FEET SOUTH EASTERLY OF THE SOUTH EASTERLY STREET LINE OF BUTTERFIELD ROAD), ALL IN BLOCK 4 IN THOMAS ROWAN'S SUBDIVISION OF LOTS 1 TO 6 INCLUSIVE, 15 TO 23, INCLUSIVE, 32 TO 37, INCLUSIVE, LOTS 42, 43, 48, 49, 50, 55, 56 AND 57 TOGETHER WITH VACATED STREETS BETWEEN SAID LOTS 2, 3, AND 4 ALL IN J.H. WHITESIDE AND COMPANY'S MADISON STREET ADDITION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; TOGETHER WITH NORTH 1/2 OF ALLEY ABUTTING LOTS 6 AND 7 AFORESAID IN COOK COUNTY, ILLINOIS.

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EXHIBIT "A"
(page 2 of 2)

PARCEL 4:

ALL THAT PART OF LOTS 11, 12 AND 1/2 OF THE VACATED ALLEYS ADJOINING SAID LOTS 11 AND 12 IN BLOCK 4 IN THOMAS ROWAN'S SUBDIVISION OF LOTS 1 TO 6, BOTH INCLUSIVE, 15 TO 23, BOTH INCLUSIVE, 32 TO 37, BOTH INCLUSIVE, 42, 43, 48, 49, 50, 55, 56 AND 57 TOGETHER WITH THE VACATED STREET BETWEEN SAID LOTS 2, 3, AND 4 IN J.H. WHITESIDE AND COMPANY'S MADISON STREET ADDITION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF THE EASTERLY AND WESTERLY VACATED ALLEY IN BLOCK 4, AFORESAID, AND THE EXTENSION SOUTHERLY OF THE WESTERLY LINE OF LOT 7 IN BLOCK 4, AFORESAID; THENCE NORTH EASTERLY ALONG THE CENTER LINE OF SAID VACATED ALLEY A DISTANCE OF 30.98 FEET TO ITS INTERSECTION WITH THE CENTER LINE OF SAID VACATED NORTH AND SOUTH ALLEY IN BLOCK 4, AFORESAID; THENCE SOUTH ALONG THE CENTER LINE OF SAID VACATED NORTH AND SOUTH ALLEY TO THE SOUTH LINE OF SAID LOT 12 EXTENDED EAST; THENCE WEST ALONG THE SOUTH LINE EXTENDED EAST OF SAID LOT 12 A DISTANCE OF 4.76 FEET TO ITS INTERSECTION WITH THE WESTERLY LINE EXTENDED SOUTHERLY OF SAID LOT 7; THENCE NORTHERLY ALONG THE EXTENSION SOUTHERLY OF THE WESTERLY LINE OF SAID LOT 7 A DISTANCE OF 82.69 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 5:

THE VACATED ALLEY LYING NORTHERLY OF LOT 40 AND BETWEEN THE EAST AND WEST LINE OF SAID LOT 40 EXTENDED NORTH IN BLOCK 4 IN THOMAS ROWAN'S SUBDIVISION AFORESAID IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 37, 38, 39, AND 40 IN BLOCK 4 IN THOMAS ROWAN'S SUBDIVISION OF LOT 1 TO 6, INCLUSIVE, 15 TO 23, INCLUSIVE, 32 TO 37, INCLUSIVE, 42, 43, 48, 49, 50, 55, 56 AND 57, TOGETHER WITH VACATED STREETS BETWEEN SAID LOTS 2, 3, 4, ALL IN J.H. WHITESIDE AND COMPANY'S MADISON STREET ADDITION IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS, TOGETHER WITH EAST 1/2 OF ALLEY ABUTTING SAID LOTS 37, 38, 39, AND 40, AND ABUTTING THE WEST LINE OF SAID LOT 40 EXTENDED NORTH TO THE CENTER LINE OF THE EAST AND WEST ALLEY NORTH OF AND ADJOINING SAID LOT 40 AND SAID NORTH LINE EXTENDED WEST TO CENTER OF NORTH AND SOUTH ALLEY, ALL IN COOK COUNTY, ILLINOIS.

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